

ANNEX-B



231-Ferozpur Road, Near Kalma Chowk Lahore-Pakistan.
Tel: 92-42-35882918 UAN: 92-42-111-007-006 Fax: 92-42-35884021

Mr. Fazal Karim Khatri,
Project Manager,
Transport & Mass Transit Department,
Government of Sindh,
Karachi.

January 7, 2015

Dear Sir,

Extension of Bid Validity of Shaheed Benazir Bhutto Intercity Buses and Terminal Project pursuant to section 38 of the Sindh Public Procurement Rules, 2010

Reference your letter bearing no. SO(V)/ADP/Buses/2014-15 dated 05/01/2015 on the subject matter, we are writing to hereby extend validity period of our bid in respect of the captioned project for 30 days thus, keeping it valid till 15.02.2015.

Yours truly,

FOR AND ON BEHALF OF
DAEWOO PAKISTAN EXPRESS BUS SERVICE LTD

A handwritten signature in black ink, appearing to read 'Faisal Siddiqui', is written over a horizontal line.

Faisal Siddiqui
Vice President

7



8



ANNEX-C

SHAHEED BENAZIR BHUTTO INTERCITY
BUS AND TERMINAL PROJECT
INVITATION FOR BID

AMENDMENT NO. 1

To

INVITATION FOR BID

INSTRUCTIONS TO THE PREQUALIFIED BIDDER



**TRANSPORT & MASS TRANSIT DEPARTMENT,
GOVERNMENT OF SINDH**



**PUBLIC PRIVATE PARTNERSHIP UNIT,
FINANCE DEPARTMENT
GOVERNMENT OF SINDH**

September, 2014

IMPORTANT NOTICE

This Invitation for Bid is provided to the Bidder solely for use in preparing and submitting Bid for Shaheed Benazir Bhutto Intercity Bus and Terminal Project to (i) procure, finance, operate and maintain Intercity Bus Operation Services and (ii) design, build, finance, operate, maintain and transfer bus terminals / depots / ancillary facilities in PPP mode for a term of the Concession Period. This Invitation for Bid is being issued by the Transport & Mass Transit Department, Government of Sindh, in consultation with the PPP Unit in the Finance Department, Government of Sindh, solely for use by Prequalified Bidder in considering the Project. *Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary of this Invitation for Bid.*

The evaluation criteria were determined by Transport & Mass Transit Department, Government of Sindh in collaboration with the PPP Unit in the Finance Department, Government of Sindh. Neither any of these entities, nor their consultants, advisors (including the transaction advisor), employees, personnel, agents, make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein, or in any other document made available to a person in connection with the tender process for the Project and the same shall have no liability for this Invitation for Bid or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither any of these entities, nor their employees, personnel, agents, consultants, advisors and contractors etc. will be liable to reimburse or compensate the recipient for any costs fees, damages or expenses incurred by the recipient in evaluating or acting upon this Invitation for Bid or otherwise in connection with the Project as contemplated herein.

The Bid submitted in response to this Invitation for Bid by the Bidder shall be upon the full understanding and agreement of any and all terms of this Invitation for Bid and such submission shall be deemed as an acceptance to all the terms and conditions stated in this Invitation for Bid. The Bid in response to this Invitation for Bid submitted by the Bidder shall be construed based on the understanding that the Bidder has done a complete and careful examination of this Invitation for Bid and has independently verified all the information received (whether written or oral) from the Government of Sindh (including from its employees, personnel, agents, consultants, advisors and contractors etc.). This Invitation for Bid does not constitute a solicitation to invest, or otherwise participate, in the Project, nor shall it constitute a guarantee or commitment of any manner on the part of the Government that the Project will be awarded. The Transport & Mass Transit Department, Government of Sindh reserves its right, in its full discretion, to modify the Invitation for Bid and/or the Project at any time to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event.

TABLE OF CONTENTS

1.	DEFINITIONS.....	5
2.	INTRODUCTION & PROJECT DESCRIPTION	8
2.1	INTRODUCTION.....	8
2.2	PROJECT DESCRIPTION	8
2.3	BID COSTS.....	10
2.4	TIMETABLE.....	10
3.	BIDDING DOCUMENTS.....	11
3.1	CONTENT OF BIDDING DOCUMENTS.....	11
3.2	PRE-BID CONFERENCE.....	12
3.3	BIDDER'S COMMENTS AND CLARIFICATIONS ON BIDDING DOCUMENTS	12
3.4	AMENDMENT OF BIDDING DOCUMENTS	12
3.5	BIDDERS DUE DILIGENCE	12
4.	BID: PREPARATION	14
4.1	CONTENT OF BID	14
4.2	TECHNICAL BID DOCUMENTS	14
4.3	TECHNICAL BID	15
4.4	FINANCIAL BID	16
4.5	LANGUAGE OF BID	17
4.6	BID VALIDITY PERIOD	17
5.	BID: SUBMISSION.....	18
5.1	FORMAT AND SIGNING OF BID	18
5.2	SEALING AND MARKING OF BID.....	18
5.3	BID SUBMISSION DEADLINE.....	19
5.4	LATE BID.....	19
5.5	MODIFICATION AND WITHDRAWAL OF BID	19
6.	BID: OPENING AND EVALUATION	20
6.1	TECHNICAL & FINANCIAL EVALUATION COMMITTEE	20
6.2	OPENING AND PRELIMINARY EXAMINATION OF BID.....	20
6.3	OPENING AND EVALUATION OF THE TECHNICAL BID.....	20
6.4	OPENING AND EVALUATION OF FINANCIAL BID	21
6.5	WAIVER OF NON-CONFORMITIES IN BID.....	21
6.6	CONTACTING THE AUTHORITY.....	21
6.7	EVALUATION REPORT.....	22
7.	AWARD OF CONTRACT	23
7.1	CHANGES IN QUALIFICATION STATUS	23

7.2	AWARD CRITERIA.....	23
7.3	AUTHORITY'S RIGHT TO ACCEPT OR REJECT	23
7.4	NOTIFICATION OF AWARD.....	23
7.5	INCORPORATION OF A PROJECT COMPANY.....	23
7.6	SIGNING OF THE CONCESSION AGREEMENT'	23
7.7	FAILURE TO SIGN THE CONCESSION AGREEMENT	24
	ANNEX 1 - BID DATA SHEET.....	25
	ANNEX 2 - FORMS.....	27
	ANNEX 3 - CONCESSION AGREEMENT.....	46
	ANNEX 4A - TECHNICAL EVALUATION CRITERIA.....	47
	ANNEX 4B - FINANCAL EVALUATION CRITERIA	49
	ANNEX 5 - CONTENT OF TECHNICAL BID	51

1. DEFINITIONS

All capitalised terms not defined herein shall have the meaning set forth in the Concession Agreement.

DEFINITION	MEANING
Authority	has the meaning set forth in Section 2.1.1
Bid	has the meaning set forth in Section 4.1.1
Bid Data Sheet	means the data sheet attached as ANNEX 1 (BID DATA SHEET)
Bidder	An enterprise or consortium that has been prequalified as a bidder in terms of the Prequalification Document
Bid Costs	has the meaning set forth in Section 2.3.1
Bid Security	the security deposit that a Bidder must provide, in the form of a financial guarantee issued by a scheduled commercial bank operating in Pakistan acceptable to the Government (with a minimum credit rating of 'AA-' according to the PACRA rating scale for financial institutions), in form and substance as attached hereto as FORM B to ANNEX 2 (FORMS) and in the amounts and conditions specified in Section 4.4.1 (<i>Bid Security</i>), it being clarified that the Bid Security shall not be in the form of an insurance or corporate guarantee
Bid Security Expiry Date	has the meaning set forth in Section 4.4.1.1
Bid Security Validity Period	has the meaning set forth in Section 4.4.1.2
Bid Submission Deadline	has the meaning set forth in Section 5.3.1
Bid Validity Period	has the meaning set forth in Section 4.6.1
Bidding Documents	has the meaning set forth in Section 3.1.1
Bidding Process	has the meaning set forth in Section 2.1.1
Bid Evaluation Report	has the meaning set forth in Section 6.7
Clarification/Comments Request Deadline	has the meaning set forth in Section 3.3.1.2 and is specified in the Estimated Timetable
Concession Agreement	the of the Concession Agreement is attached as to ANNEX 3 (CONCESSION AGREEMENT)
Concession Period	Eleven (11) years including one (1) year

	construction period.
Consortium	a Bidder comprised of a group of two or more enterprises formed to submit a Bid and, if applicable, to carry out the Concession
Estimated Timetable	has the meaning set forth in Section 2.4.1
Evaluation Committee	has the meaning set forth in Section 6.1.1
Final Bidding Documents	has the meaning set forth in Section 3.4.1
Financial Bid	has the meaning set forth in Section 4.4.2.1
Financial Bid Envelope	has the meaning set forth in Section 5.2.1
Invitation for Bid	means this invitation for bid including its Annexes and Forms
Fleet	means the total number of Buses that have been procured and are being operated and maintained from time to time as required under this Agreement, but not including the Standby Buses;
Integrity Pact	the instrument entitled 'Integrity Pact' as attached to this Invitation for Bid as FORM D to ANNEX 2 , duly signed by the Government and the Bidder
Member	an enterprise that is part of a Bidder on an exclusive basis and that will invest equity in the Consortium
Minimum Assured Bus Kilometres	means the average minimum number of Bus Kilometres that the Operator assures to the Authority/Government of Sindh that a Bus, being part of the Fleet shall be made to travel by the Operator, during each calendar quarter, beginning from Commercial of Operations Date as certified by the Independent Auditor and the Independent Engineer to the project
Notification of Award	has the meaning set forth in Section 7.4.1
Operator	means the Project Company after signing of the Concession Agreement in accordance with Section 7.5.1
GoS Designated Per Kilometer Per Passenger Charge(PKCPP)	PKR 1.60 per kilometer per passenger(or the Governments Notfied Rate prevalent at that time) as long as the concessionaire conforms to the requirements of Motor Vehicle Examination (MVE) and Vehicle Fitness.
PPP Unit	means the Sindh Public-Private Partnership Unit

	established under Sindh Public-Private Partnership Act 2010 in the Finance Department
Preferred Bidder	shall mean the Bidder selected pursuant to this Invitation for Bids
Prequalification Application	means the applicationsubmitted by prospective bidder seeking to prequalify for the Project in conformity with the requirements of the Prequalification Document
Prequalification Document	means the prequalification document containing detailed instructions to prospective bidder made available following the public notice published in January 2014.
Project	has the meaning set forth in Section 2.1.1
Project Company	has the meaning set forth in Section 7.5.1
Project Cost	means the estimated cost of the Project as will be set out in each Bidder's Financial Bid, in accordance with ANNEX 2, FORM F , Attachment 2 (" Estimated Project Cost ")
Response to Questions Document	has the meaning set forth in Section 3.3.1.3
GoS Designated Per Kilometer Per Passenger Service Charge(PKCPPS)	Based on the quality of service the Government may permit service charges for provision of services and maintainance ofthe Project facilities reflecting the guidelines of International Building Code (IBC) and The International Property Maintenance Code, 2012 edition, developed by the International Code Council (ICC) or equivalent.
Successful Bidder	has the meaning set forth in Section 7.2.1
Technical Bid	has the meaning set forth in Section 4.2.1
Technical Documents	means the documents listed in the Section 4.2.1
Technical Bid Envelope	has the meaning set forth in Section 5.2.1

2. INTRODUCTION & PROJECT DESCRIPTION

2.1 INTRODUCTION

- 2.1.1. The intercity transport system from Karachi to various locations in Sindh is fairly inadequate. The demand for transportation has been increasing day by day due to the growing population in the province. Realizing the acute shortage of transport and dilapidated condition of operative fleet, the Government of Sindh aims to modernize the inter-city bus fleet in Interior Sindh. In order to facilitate the commuters, the Transport & Mass Transit Department, a department of the Government of Sindh (the "**Authority**") is seeking to award a Public Private Partnership project, Shaheed Benazir Bhutto Intercity Bus and Terminal Project (the "**Project**" as detailed in Section 2.2 below) to (i) procure, finance, operate and maintain Intercity Bus Operation Services and (ii) design, build, finance, operate, maintain and transfer bus terminals / depots / ancillary facilities through a fair and transparent competitive bidding process (the "**Bidding Process**").
- 2.1.2. This Invitation for Bid is being issued by the Authority, in consultation with the PPP Unit, to the prospective Bidder that has been prequalified by the Authority following the evaluation of its Prequalification Application submitted in accordance with the terms and conditions of the Prequalification Document.

2.2 PROJECT DESCRIPTION

- 2.2.1. Sindh is the second largest province of Pakistan in terms of population. The existing transport system suffers from sub-optimal performance of local transporters in rural areas, which result in late arrivals/departures, improper bus service, and lack of support/ancillary facilities at the respective bus terminals. The estimated total number of buses operating within the province alone is around 1,000, out of which 45% are outdated and consequently are unable to facilitate and meet the requirements of the commuters. The growing rate of passengers and the lack of proper transport mechanism is creating serious problems for the commuters, which is further escalated during public holidays when transporters charge exorbitant fares for the same or rather worse level of services.
- 2.2.2. The Authority is responsible for all aspects of road transportation across the Sindh province, which comprises of 27 Districts. The Authority aims to provide a qualitative, efficient, comfortable and swift transport services to the people through intercity bus services from Karachi to five major cities of Sindh with adequate amount of ancillary facilities.
- 2.2.3. The project scope shall cover a total of 5 routes starting from Karachi city to the major cities of Sindh province namely Hyderabad, Mirpurkhas, Sukkur, Nawabshah, and Larkana. In addition to the bus service facility, the Authority also realizes the need for well built and operated ticketing / booking system and ancillary facilities that provide basic amenities like mosques, restaurants/snack bars, motels, toilets, resting areas, waiting areas.
- 2.2.4. The key objectives of the Project include:
- (i) procurement of bus fleet (including standby buses as per provided specifications);
 - (ii) regular maintenance of the bus fleet; as per requirements of Motor Vehicle Examination (MVE) and Vehicle Fitness.
 - (iii) procurement of intelligent ticketing system
 - (iv) installation of computerized tracking System
 - (iii) checks on service quality standards;

- (iv) refurbishment/rehabilitation, maintenance, and operation of bus terminals / depots / ancillary facilities; and
- (v) provision of related staff for bus operation services;

- 2.2.5. The starting point of all the routes will be Karachi city, being the economic capital of the country, having a high volume of passengers/commuters. The destinations points are 5 major cities of Sindh, namely Hyderabad, Mirpurkhas, Sukkur, Nawabshah and Larkana.
- 2.2.6. The exact locations of the bus terminals within the identified districts will be selected by the Bidder in consultation with the Authority based on the technical requirements specified in the Concession Agreement. The Government of Sindh shall facilitate the Successful Bidder in land availability for the Project however, the acquisition of land (including any rental arrangements) remains the sole responsibility of the Successful Bidder.
- 2.2.7. The Construction and maintenance of Terminals and ancillary facilities will emulate principles from International Building Code (IBC) and The International Property Maintenance Code. Relevant guidance from provisions by Pakistan Engineering Council, Sindh Building Control Authority, Karachi Building and town planning regulations, Seismic Code, Fire Safety Code, and Construction Association of Pakistan. The following facilities are envisaged within the terminals.

Suggested Project Components	Passenger Terminal
	Bus Bays/Platforms for Outstation Buses
	Platforms & Bus Bays for City Buses/Shuttles
	Waiting lounge(s) at each terminal
	Washrooms facilities
	Prayer Area
	Convenient Shops for the commuters
	Health Centre/First Aid Centre, Emergency facilities
	Bus Repair/Service Centers
	ATMs/ Bank Extension Counters
	Two Wheeler, Three Wheeler and Four Wheeler Parking
	Office space for Administrative facilities – Traffic, Insurance, Authorisee, etc
	Office space for Bus Operators and other Stakeholders
	Any other developments related to commuters and Bus Operators as per the applicable development controls

- 2.2.8. Buses will be procured under the Concessionaires Authorised Name, the Concessionaire may not procure the buses from a third party. The procured buses must meet E-III / E-II Emission standards and ISO9001, certification.
- 2.2.9. For the term of the concession the vehicles shall pass the requirements of Motor Vehicle Examination and Vehicle Fitness governed through; Vehicle Ordinance 1965 – Section-39, Provincial Motor Vehicle Rules 1969 Section-35 and National Highway Safety Ordinance (NHSO-2000).
- 2.2.10. The Successful Bidder shall charge the fare based on the GoS Designated per Kilometer Per Passenger Charge (PKCPP), which shall be adjusted from time to time.

- 2.2.11. A an rationally dispensated mechanism which is equitable for all intercity transporters will be deemed permissable, this includes amongst others a service charge for provision of premium level of sevice for commuters in terms of better terminal facilities. Such charges shall be clearly be identified as seprate from the PKCPP and shall be termed GoS Designated Per Kilometer Per Passenger Service Charge(PKCPPS)

2.3 BID COSTS

- 2.3.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Bidder's participation in the Bidding Process (the "**Bid Costs**") including, without limitation, all costs and expenses related to, participation in pre-bid conference, preparation and submission of the Bidding Documents, the provision of any additional information, conducting due diligence of the Project, visits to the Project site, engagement of consultants, advisors and contractors etc. and in discussion with the Authority shall be, in each case, borne by the Bidder (including all consortium members as applicable) the provision of any additional information, preparation of questions or requests for clarification to the Authority, preparation of Bidders' questions during the clarification process and discussions on the Concession Agreement.

- 2.3.2 The Authority shall not be responsible or liable to pay any Bid Costs of the Bidder, regardless of the conduct or outcome of the Bidding Process.

2.4 TIMETABLE

- 2.4.1 The estimated timetable for the Bidding Process is as follows (the "**Estimated Timetable**"):

Activity	Target Date
Final Bidding Documents Issuance	September, 2014
Pre-Bid Conference / Meeting	September 12th, 2014
Bid Submission Deadline	September 19th, 2014
Technical Bid Opening	September 19th, 2014
Financial Bid Opening	September 30th, 2014
Publication/Communication to the Bidder of the Evaluation Report	October 6th, 2014
Notification of Award	October 20th, 2014
Execution of the Concession Agreement with Successful Bidder	November, 2014

- 2.4.2 The Authority may, in its sole discretion and without prior notice to the Bidder, amend the Estimated Timetable. The Bidder shall not rely in any manner whatsoever on the Estimated Timetable and the Authority shall not incur any liability whatsoever arising out of amendments to the Estimated Timetable.

3. BIDDING DOCUMENTS

3.1 CONTENT OF BIDDING DOCUMENTS

3.1.1 The nature of the Project, bidding procedures, contract terms and technical requirements are prescribed in the bidding documents, which include the following (collectively, the "**Bidding Documents**");

N°	Description
1	Invitation for Bid
2	Annexes to Invitation for Bid:
	Annex 1 Bid Data Sheet
	Annex 2 Forms
	Form A Bid Form
	Form B Power of Attorney
	Form C Conflict of Interest Statement
	Form D Integrity Pact
	Form E Bid Security
	Form F Financial Bid
	Annex 3 Concession Agreement
	Annex 4A Technical Evaluation Criteria
	Annex 4B Financial Evaluation of the Technical Bid
	Annex 5 Content of Technical Bid
3	Addenda and amendments to the documents listed above, if any are issued by the Authority.

3.1.2 The Bidder shall examine all instructions, terms and conditions, forms, specifications and other information contained in the Bidding Documents. If the Bidder,

- (a) fails to provide all documentation and information required by the Bidding Documents; or
- (b) submits a Bid which is not substantially responsive to the terms and conditions of the Bidding Documents,

such action shall be at the Bidder's risk and the Authority may determine that the Bid is non-responsive to the Bidding Documents and may reject it.

3.2 PRE-BID CONFERENCE

- 3.2.1.1 The Authority may organize a pre-bid conference on the dates specified in the Estimated Timetable in order to discuss any further comments the Bidder might have with respect to the Project and the Bidding Documents. The Bidder will be given the opportunity to discuss their comments and suggested changes to the Concession Agreement in the pre-bid conference.
- 3.2.1.2 Subject to the provisions of the SPPRA Rules, 2010, pertaining to negotiations, including but not limited to sections 53, 66(9), 79 and 83; the Concession Agreement is open to negotiations with the bidder(s) and the same shall be permissible during the pre-bid conference and to the extent possible under the SPPRA Rules after the bid has been received.
- 3.2.1.3 The Authority, however, reserves the right to call any additional pre-bid conferences, if it so desires to.

3.3 BIDDER'S COMMENTS AND CLARIFICATIONS ON BIDDING DOCUMENTS

3.3.1 Bidders' requests for clarification, comments and mark-up of the Bidding Documents

- 3.3.1.1 A Bidder requiring any clarification on the Bidding Documents may send an electronic request for clarification to the Authority and the PPP Unit. The Bidder may also propose amendments/comments to the Bidding Documents to be made directly in the Bidding Documents in track change mode with a separate note explaining the rationale behind any suggested amendment or modification. Any such comments shall be sent by e-mail to the Authority and the PPP Unit.
- 3.3.1.2 Any such clarification request / comments or mark-up as specified in this Section shall be addressed **before 14:00 (Pakistan time) on the Clarification / Comments Request Deadline**, which shall be at least 3 days before the pre-bid conference. The Authority shall provide response to such queries as soon as possible.
- 3.3.1.3 Electronic copies of the response, including an explanation of the query but not identification of its source (the "**Response to Questions Document**"), shall be sent to the Bidder. The Authority reserves the right not to consider such comments or amendments of the Bidding Documents. Any substantial changes that affect the structure of Bidding Documents or the Project shall in no case be taken into consideration.

3.4 AMENDMENT OF BIDDING DOCUMENTS

- 3.4.1 At any time before the Bid Submission Deadline the Authority may amend the Bidding Documents, for any reason, whether at its own initiative, or in response to the Bidders' questions, comments or mark-up provided in accordance with Section 3.3 above. In such a case, the revised versions of the Bidding Documents shall be then issued (the "**Final Bidding Documents**") on the date of issuance of Final Bidding Documents as specified in the Estimated Timetable.
- 3.4.2 No other communications of any kind whatsoever, including, without limitation, the Response to Questions Document, shall modify the Bidding Documents.

3.5 BIDDERS DUE DILIGENCE

3.5.1 Information Provided by the Authority

- 3.5.1.1 The Bidder is solely responsible for conducting its own independent research, due diligence, and any other work or investigations and for seeking any other independent advice necessary for the preparation of Bid, negotiation of agreements, and the subsequent delivery of all services to be

provided by the Successful Bidder:

- 3.5.1.2 No representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the Authority or its advisors, employees, consultants or agents, for the completeness or accuracy of any information contained in the Bidding Documents or the Response to Questions Document, or provided during the Bidding Process or during the term of the Concession Agreement. The Authority and its advisors, employees, consultants and agents shall not be liable to any person or entity as a result of the use of any information contained in the Bidding Documents or the Response to Questions Document, or provided during the Bidding Process or during the term of the Concession Agreement.
- 3.5.1.3 The Bidder shall not rely on any oral or written statements made by the Authority or its advisors, employees, consultants or agents.
- 3.5.1.4 The Bidder shall, prior to submitting their Bid, review all requirements with respect to corporate registration and all other requirements that apply to companies that wish to conduct business in the Authority's country. The Bidder is solely responsible for all matters relating to their legal capacity to operate in the jurisdiction to which this Bidding Process applies. The Bid submitted in response to this Invitation for Bid will be submitted upon a full understanding and agreement of terms of this Invitation for Bid and, therefore, the submission of Bid in response to this Invitation for Bid would be deemed as acceptance to the said terms.

4. BID: PREPARATION

4.1 CONTENT OF BID

4.1.1 The Bidder must prepare and submit its Bid in full compliance with the requirements of this Invitation for Bid together with the submission of the documents, forms and instruments required for submission by this Invitation for Bid. The Bidder shall submit the following documents (together the "Bid"):

1. Technical Bid
2. Financial Bid

4.2 TECHNICAL BID DOCUMENTS

4.2.1 FORMAT OF THE BIDDING DOCUMENTS

The Bidder shall submit a technical proposal (the "Technical Bid") by completing the following documents (collectively, the "Technical Documents"):

PART	DESCRIPTION	RELEVANT ANNEX
Part I	Bid Form as required under Section 4.2.2	ANNEX 2 - FORM A
Part II	Power of Attorney required under Section 4.2.7	ANNEX 2 - FORM B
Part III	Conflict of Interest Statement required under Section 4.2.8	ANNEX 2 - FORM C
Part IV	Equity Structure of the Operator required under Section 4.2.9	ATTACHMENT 1 TO FINANCIAL BID FORM
Part V	Integrity Pact required under Section 4.2.6	ANNEX 2 - FORM D
Part VI	Contents of Technical Bid	ANNEX 5

4.2.2 BID FORM

In Part I of the Technical Documents, the Bidder shall complete and sign the Bid Form in the form attached hereto as **FORM A** of **ANNEX 2 (FORMS)**.

4.2.3 ROLES OF MEMBERS AND CONSORTIUM

The Bidder must describe in detail the individual roles of their Members and Consortium, as well as the nature of their planned legal relationships between them.

4.2.4 SUPPORTING INFORMATION & DOCUMENTATION

The Bidder may submit any other supporting information or documentation, which shall not exceed five (5) pages, that may assist the Evaluation Committee in the evaluation process and the same may be annexed to the Bid.

4.2.5 INTELLECTUAL PROPERTY RIGHTS

The Bidder must provide a list of intellectual property rights together with the assignments and transfers and the licenses of intellectual property rights for all concepts, ideas and property developed or incorporated, in any manner, in the Bidder's Bid, including copyright, inventions and other intellectual property rights and in respect of which it is or is not the owner of the intellectual property rights.

4.2.6 POWER OF ATTORNEY

In Part II of the Technical Documents, the Bidder (or if the Bidder is a Consortium, each Consortium member) shall provide a written power of attorney substantially in the form attached hereto **FORM B of ANNEX 2 (FORMS)**, duly stamped and notarized, indicating that the person(s) signing the Bid are authorized to sign the Bid and thus that the Bid is binding upon the Bidder during the full period of its validity.

4.2.7 CONFLICT OF INTEREST STATEMENT

In Part III of the Technical Documents, the Bidder (or if the Bidder is a Consortium, each Consortium member) shall provide a written Conflict of Interest Statement, substantially in the form attached hereto as **FORM C of ANNEX 2 (FORMS)**, regarding any existing, potential, possible or future conflict of interest that a Bidder (and each member of a Consortium) may have with the Bidding Process, the Project, the Authority or any agency, instrumentality, consultant or advisor thereof (as such consultants and advisors are provided in the Bid Data Sheet).

4.2.8 INTEGRITY PACT

The Bidder must provide the Integrity Pact in the form attached hereto as **FORM D of ANNEX 2 (FORMS)**, duly signed by the Authority and the Bidder (in case the Bidder is a Consortium, by the lead Member).

4.2.9 EQUITY STRUCTURE OF THE OPERATOR

In Part IV of the Technical Documents, the Bidder shall provide the equity structure of the special purpose company they would form to act as Operator for the execution of the Concession Agreement. Such equity structure should be in the form of a chart showing percentages of shares of each Member if the Bidder is a Consortium.

In case of Sole Bidder, he shall be required to commit to hold a minimum equity participation of 51 % in the Project SPC at all times during a period that shall not be less than five (5) years from the date of signing of the concession Agreement.

4.3 TECHNICAL BID

- 4.3.1 The Bidder shall submit a Technical Bid the content of which is specified in Annex 5 (Content of Technical Bid). The Technical Bid shall be prepared in conformity with the technical requirements specified in the Concession Agreement and this Invitation for Bid and must adhere to the format described herein.

4.4 FINANCIAL BID

4.4.1 BID SECURITY

4.4.1.1 The Financial Bid submitted by the Bidder must be accompanied by a Bid Security in an amount equal to one percent (1%) of the Project Cost (as set out by the Bidder in the Bid) in Pakistani Rupees which shall remain valid for a period of one hundred and twenty (120) days beyond the Bid Submissions Deadline (the "**Bid Security Expiry Date**").

4.4.1.2 The Bid Security shall be in the form and substance as attached hereto as **FORM Eof ANNEX 2 (FORMS)**. It is further clarified that no Bid Security in the form of insurance guarantee shall be entertained. The Bidder shall ensure that the Bid Security remains valid for a period of twenty eight (28) days after the end of the original Bid Validity Period and twenty eight (28) days after any extension of the Bid Validity Period subsequently requested by the Authority in accordance with Section 4.6 (the "**Bid Security Validity Period**"). In the event the Bid Security expires prior to the Bid Security Expiry Date, the Bidder shall procure an extension of the Bid Security, at least fifteen (15) days prior to its expiry so that it remains fully valid and effective until the Bid Security Expiry Date. In event of failure by the Bidder to extend the Bid Security, at least fifteen (15) days prior to its expiry, the Authority shall be entitled to draw down in full the Bid Security upto its full outstanding value.

4.4.1.3 If the Bid is not accompanied by a Bid Security or accompanied by a Bid Security that is not in accordance with this Invitation for Bid, shall be rejected by the Authority as being non-responsive. The Bid Security of a Bidder that is a Consortium shall be in the name of all of the Members in such Consortium submitting the Bid.

4.4.1.4 The Authority shall release the Bid Security of the unsuccessful Bidder once the Concession Agreement has been signed or upon expiry of the Bid Security Validity Period.

4.4.1.5 The Bid Security of the Successful Bidder shall be returned upon delivery to the Authority of the relevant Performance Security (as defined in and required by the Concession Agreement).

4.4.1.6 The Bid Security may, in the discretion of the Authority, be drawn in the full amount by the Authority in the following circumstances:

- (i) If the Bidder (or any member of a Consortium if the Bidder is a Consortium) withdraws its Bid during the Bid Validity Period; or
- (ii) In the case of the Successful Bidder, if the Successful Bidder fails to:
 - (a) execute the Concession Agreement for any reason attributable to it prior to the time set forth in the Estimated Timetable; or
 - (b) furnish the Performance Security, as required by the Concession Agreement;
 - (c) achieve all the conditions precedents agreed in the executed Concession Agreement including but not limited to achieving Financial Close and the detailed design of the Project.
- (iii) If the Bidder or the Successful Bidder (i) resorts to deceit and/or fraud in its dealings with the Authority (including the Evaluation Committee), its advisors, employees, consultants or agents or otherwise in relation to the award of the Concession Agreement; or (ii) is proven to have personally or through an intermediary, either directly or indirectly, offered or attempted to offer a bribe to any Authority's employee involved with the Bid or the award of the Concession Agreement; and

- (iv) In the case of the Successful Bidder, in accordance with the Concession Agreement.

4.4.2 FINANCIAL OFFER

4.4.2.1 The Bidder shall submit a Financial Bid by completing the Financial Bid Form set out in **FORM F of ANNEX 2 (FORMS)** (the "Financial Bid"). The Bidder shall not amend or change the form in any way.

4.4.2.2 The Financial Bid shall include all taxes, duties, levies or charges in accordance with the Concession Agreement.

4.4.2.3 The Bidder is required to attach to its Financial Bid a table, in the form provided in Attachment 1 to the Financial Bid Form (**FORM F OF ANNEX 2 (FORMS)**), of assumptions regarding the import duties costs related to the physical assets for the Project that will be accounted for as capital expenditure of the Operator, based on which its Financial Bid was prepared (the "**Import Duties Assumptions**"). The Import Duty Assumptions shall include in particular the description of the assets, the required quantity, their net value (excluding tax) as well as the rate of import duty applicable.

4.4.2.4 Failure by the Bidder to provide the Import Duty Assumptions shall not result in Bidder's Financial Bid being rejected as non-responsive, but shall deprive the Bidder, if awarded the Concession Agreement, of the benefit of potential compensation for change in import duties, available under the 'Qualifying Change in Law' provisions of the Concession Agreement.

4.4.2.5 The Bidder is required to attach to its Financial Bid a table, in the form provided in Attachment 2 to the Financial Bid Form (**FORM F of ANNEX 2 (FORMS)**), for estimated Project Cost (the "**Project Cost**"), along with the relevant detail.

4.4.2.6 The Financial Bid shall be quoted in Pakistani Rupees.

4.5 LANGUAGE OF BID

4.5.1 All Bid, and all correspondence and documents related to the Bid submitted by the Bidder to the Authority, shall be written in English.

4.6 BID VALIDITY PERIOD

4.6.1 Bid shall remain valid for one hundred and twenty (120) days as from the Bid Submission Deadline (the "**Bid Validity Period**"). A Bid valid for a shorter period shall be rejected by the Authority as non-responsive.

4.6.2 In exceptional circumstances, the Authority may solicit the Bidders' consent to an extension of the Bid Validity Period. The request and responses thereto shall be made in writing. Such extension shall not be for more than forty (40) days.

4.6.3 If a Bidder accepts to extend the Bid Validity Period, the Bid Security shall also be extended accordingly. A Bidder may refuse the Authority's request for extension without forfeiting its Bid Security. A Bidder accepting the request to extend its Bid Validity Period shall not be permitted to modify its Bid.

5. BID: SUBMISSION

5.1 FORMAT AND SIGNING OF BID

- 5.1.1 The Bidder shall prepare and submit one (1) printed original, one (1) printed copy and (1) electronic copy (on DVD or USB drive) as specified in the Bid Data Sheet, clearly marking each one as "**BID - ORIGINAL**", "**BID - COPY No. 1**" as appropriate. In the event of any discrepancy between the original and any copy, the original shall govern.
- 5.1.2 The original and the printed copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or person(s) duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power of attorney accompanying the Bid and submitted as Part II to the Technical Documents in accordance with Annexure 4A. All pages of the Bid, except for unamended printed literature, shall be initialed by the person or persons signing such Bid.
- 5.1.3 The Bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 5.1.4 Each DVD or USB drive requested shall include a table of contents, shall be free of any virus and shall contain non compressed and non protected files in printable and reproducible PDF format. For the avoidance of doubt, it is expressly specified that DVD or USB drive shall contain a scanned electronic copy of the complete original Technical Bid.

5.2 SEALING AND MARKING OF BID

- 5.2.1 The Bid shall be in a separate envelope indicating the Bid as original or copy clearly marked as "ORIGINAL" and "COPY", as appropriate. The Technical Bid shall be placed in a sealed envelope/box clearly marked "TECHNICAL PROPOSAL" (the "**Technical Bid Envelope**") and the Financial Bid in the sealed envelope clearly marked "FINANCIAL PROPOSAL" (the "**Financial Bid Envelope**"). These two envelopes and/or boxes, in turn, shall be sealed in an outer envelope/box bearing the address and information indicated in the Bid Data Sheet. The envelope/box shall be clearly marked: "DO NOT OPEN, EXCEPT IN PRESENCE OF THE TECHNICAL & FINANCIAL EVALUATION COMMITTEE".
- 5.2.2 The inner envelopes/boxes shall each indicate the name and address of the Bidder so that the Bid can be returned unopened in case it is declared "late" as specified in Section 5.4.
- 5.2.3 If the outer envelope/box is not sealed and marked as required by Section 5.2.1, the Authority will assume no responsibility for the Bid's misplacement or premature opening. If the outer envelope/box discloses the Bidder's identity, the Authority will not guarantee the anonymity of the Bid submission, but this disclosure will not constitute grounds for Bid rejection.
- 5.2.4 The Technical Bid Envelope and the Financial Bid Envelope shall indicate the name and address of the Bidder.
- 5.2.5 Each DVD or USB drive shall be submitted together with the relevant printed Bid in the same sealed envelopes as provided in the Bid Data Sheet:
- (a) The DVD or USB drive containing the Bidders' Technical Bid shall be included in the Technical Bid Envelope and shall not contain any elements of the Financial Bid.
 - (b) The Financial Bid shall not be submitted in DVD or USB.
- 5.2.6 For the avoidance of doubt, it is expressly specified that the Bidder shall not be allowed to submit its Bid by e-mail.

5.3 **BID SUBMISSION DEADLINE**

5.3.1 Bid shall be received by the Authority at the address specified in the Bid Data Sheet no later than the time and date stated in the Bid Data Sheet as the "**Bid Submission Deadline**".

5.4 **LATE BID**

5.4.1 Any Bid received by the Authority after the Bid Submission Deadline for any reason will be rejected and returned unopened to the Bidder.

5.5 **MODIFICATION AND WITHDRAWAL OF BID**

5.5.1 The Bidder shall not modify or withdraw its Bid after submission.

5.5.2 Any withdrawal of a Bid in the interval between the Bid Submission Deadline and the expiration the Bid Validity Period specified in Section 4.6 shall result in the Bidder's forfeiture of its Bid Security, pursuant to Section 4.4.1.

6. BID: OPENING AND EVALUATION

6.1 TECHNICAL & FINANCIAL EVALUATION COMMITTEE

6.1.1 The Authority has set up a committee, which shall be responsible for assessing and evaluating the Bid and all the related documents (the "Evaluation Committee" or the "TFEC").

6.1.2 The members of the Evaluation Committee shall be prohibited from participating directly or indirectly in the preparation and/or submission of any Bid, and shall be prohibited from providing any assistance to the Bidder for the purposes thereof, except as may be expressly provided herein.

6.2 OPENING AND PRELIMINARY EXAMINATION OF BID

6.2.1 The Evaluation Committee shall open the Technical Bid of the Bidder, in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Bid Data Sheet. The Bidders' representatives shall bear identification and authorization documents issued by the Bidder. The Bidders' representatives who are present shall sign a register evidencing their attendance.

6.2.2 The Evaluation Committee shall open the outer envelopes/boxes, one at a time, in the order in which the Bid were received, and take out the inner envelopes/boxes containing the Technical Bid and the Financial Bid. These inner envelopes/boxes shall be placed on a table in open view of the public but shall remain sealed. The Evaluation Committee shall then declare the Bid opening proceedings ended and shall dismiss the Bidders' representatives present.

6.2.3 No Bid shall be rejected at the Bid opening except for late Bid pursuant to Section 5.4.

6.2.4 The Bidders' names and any other relevant details as permitted under SPPRA rules shall be announced by the Evaluation Committee at the opening of the Bid.

6.2.5 The Evaluation Committee shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Section 6.2.1.

6.2.6 The Evaluation Committee shall then proceed to the opening and evaluation of the Technical Bid and Financial Bid.

6.3 OPENING AND EVALUATION OF THE TECHNICAL BID

6.3.1 The Evaluation Committee shall evaluate the Technical Bid on a "pass / fail" basis following the criteria set forth in **ANNEX 4 (TECHNICAL EVALUATION CRITERIA)**. The Evaluation Committee's determination shall be based on the contents of the Technical Bid itself without recourse to extrinsic evidence.

6.3.2 Any deficiencies or errors in a Bid will not result in its automatic rejection. In case the Evaluation Committee determines that the Technical Bid is subject to minor deficiencies or certain errors or omissions, it may request for clarifications from the Bidder in writing to correct such deficiencies to the Evaluation Committee in accordance with the requirements set out in this Invitation for Bid.

6.3.3 The Authority shall notify in writing:

- (a) The Bidder whose Technical Bid has received a "pass" score that its Technical Bid has been accepted by the Evaluation Committee and that the Bidder is invited to attend the opening of the Financial Bid at the time, date, and location set out in the Bid Data Sheet; and

- (b) The Bidder whose Technical Bid has not received a "pass" score that its Technical Bid has been rejected by the Evaluation Committee and that the Bidder is not invited to attend the opening of the Financial Bid.

6.3.4 For purposes of this determination, substantially responsive Technical Documents are those that conform to all the terms and conditions of the Bidding Documents without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Concession Agreement; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Authority's rights or the Successful Bidder's obligations under the Concession Agreement; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Technical Documents.

6.3.5 Bid for which the Technical Documents have been determined not to be substantially responsive shall be rejected, and the Bid Security as well as the unopened Financial Bid Envelope of that Bid shall be returned to the representatives of such Bidder.

6.3.6 The Evaluation Committee shall not open, and shall promptly return, the Financial Bid and Bid Security of the Bidder whose Technical Bid has not received a "pass" score and such Bidder's Bid shall not be considered further for evaluation, irrespective of the circumstances.

6.4 OPENING AND EVALUATION OF FINANCIAL BID

6.4.1 The Evaluation Committee shall open the Financial Bid Envelopes of the Bidder whose Technical Bid has received a "pass" score pursuant to Section 6.3.3(a) in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location set out in the Bid Data Sheet.

6.4.2 The Evaluation Committee shall prepare minutes of the Financial Bid opening, including the information disclosed to those present in accordance with Section 6.4.1. The Evaluation Committee formed for the Project will select the Preferred Bidder, which has quoted the lowest present value for the project including its capital and operating cost for the term of the project. The operating cost shall include the Debt Servicing, Equity Pay back, and Operation and maintenance payment as covered by the GoS Designated Per Kilometer Per Passenger Charge (PKCPP) and a service charge for provision of premium level of service for commuters in terms of better terminal facilities. Such charges shall be clearly be identified as separate from the PKCPP and shall be termed GoS Designated Per Kilometer Per Passenger Service Charge (PKCPPS).

6.4.3 Arithmetic errors in the Financial Bid, if any, will be rectified on the following basis: if there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its Financial Bid will be rejected.

6.5 WAIVER OF NON-CONFORMITIES IN BID

6.5.1 The Evaluation Committee may waive any minor informality, non-conformity or irregularity in a Bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of the Bidder as a result of the Technical Bid and Financial Bid evaluation.

6.6 CONTACTING THE AUTHORITY

6.6.1 From the time of Bid submission to the time of the Concession Agreement award, if any Bidder wishes to contact the Authority, it should do so in writing.

6.6.2 If the Bidder or the Successful Bidder (i) resorts to deceit and/or fraud in its dealings with the Authority (including the Evaluation Committee), its advisors, employees, consultants or agents or otherwise in relation to the award of the Concession Agreement; or (ii) is proven to have personally or through an intermediary, either directly or indirectly, offered or attempted to offer a bribe to any Authority's employee involved with the Bid or the award of the Concession

Agreement, then the Bidder's Bid and, if applicable, the said award, shall be cancelled and the Bid Security or the Performance Security (as the case may be) shall be forfeited, all without prejudice to any Authority's claim for ensuing damages and without prejudice to any criminal and/or administrative proceedings (or otherwise) in the province of Sindh.

6.7 EVALUATION REPORT

- 6.7.1 The results of the evaluation of the Bid conducted by the Evaluation Committee in accordance with this Section 6.7.1 shall be reflected in the Bid evaluation report (the "**Bid Evaluation Report**") which shall be published on the Authority's official website and communicated to the Bidder on the date specified in the Estimated Timetable which shall be at least seven (7) days prior to Notification of Award.

7. AWARD OF CONTRACT

7.1 CHANGES IN QUALIFICATION STATUS

7.1.1 Prior to proceeding with the award of the Concession Agreement, the Authority may verify to its satisfaction that no circumstances, in particular the Bidder's contract work in hand, future commitments and current litigation, have arisen or intervened during the period between the submission of its Prequalification Application and its Bid that would change the Authority's opinion as to whether the Bidder still meets the criteria set out in the Prequalification Document.

7.1.2 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Authority may, subject to Section 7.3, proceed to the next lowest evaluated Financial Bid.

7.2 AWARD CRITERIA

7.2.1 Subject to Section 7.1 and 7.3, the Authority shall award the Concession Agreement to the Bidder whose Financial Bid was the lowest, in conformity with Section 6.4.3 (the "**Successful Bidder**").

7.3 AUTHORITY'S RIGHT TO ACCEPT OR REJECT

7.3.1 The Authority may, in its sole discretion,

- (a) accept any Bid;
- (b) reject any Bid;
- (c) annul the Bidding Process and reject all Bid;
- (d) annul the Bidding Process and commence a new process; or
- (e) waive irregularities, minor informalities, or minor non-conformities which do not constitute material deviations in the submitted Bid from the Bidding Documents,

at any time prior to the award of the Concession Agreement without incurring any liability to the affected Bidder and without any obligation to inform the affected Bidder of the grounds for the Authority's actions.

7.4 NOTIFICATION OF AWARD

7.4.1 Prior to the expiration of the Bid Validity Period, the Authority shall notify the Successful Bidder in writing that its Bid has been accepted by the Authority (the "**Notification of Award**").

7.4.2 The results of the Bidding Process, shall be published on the Authority's official website within seven (7) days prior to Notification of Award.

7.5 INCORPORATION OF A PROJECT COMPANY

7.5.1 Prior to signing the Concession Agreement in accordance with provisions of Section 7.6 below, the Successful Bidder shall incorporate a special purpose company under the Pakistani Companies Ordinance, 1984, that will become Operator under the Concession Agreement (the "**Project Company**"). The shareholding of the Project Company shall strictly reflect the equity structure submitted by the Successful Bidder as Part IV of its Technical Documents.

7.6 SIGNING OF THE CONCESSION AGREEMENT

7.6.1 Within thirty (30) calendar days of the Notification of Award, the Project Company formed by the Successful Bidder shall sign the Concession Agreement with the Authority. There shall be no negotiation of the Concession Agreement and modifications shall only be to complete the missing information and correct errors.

7.7 FAILURE TO SIGN THE CONCESSION AGREEMENT

7.7.1 If the Successful Bidder fails to comply with the provisions of Section 7.5 and 7.6, this failure shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security and such other remedies as the Authority may take under the applicable law.

7.7.2 In the event that the Authority delivers a Substitute Selection Notice to the Second Ranking Bidder, the Second Ranking Bidder shall extend its Bid Security Validity Period to a date not earlier than the date of delivery of the Performance Security as specified in the Concession Agreement.

ANNEX 1 - BID DATA SHEET

The following Bid-specific data shall supplement the provisions in Invitation for Bid.

1	Project Name	Shaheed Benazir Bhutto Intercity Bus and Terminal Project
2	Address and Contact Person of the Authority	Syed Ahemd Ali Shah Jilani Additional Secretary, Transport & Mass Transit Department, Government of Sindh, 2 nd Floor, Tughlaq House, Sindh Secretariat Building # 2, Karachi, Pakistan. Tel: +92 21 99211106
3	Address and Contact Person of PPP Unit	Qassim Dada Assistant Director, PPP Unit Sindh Secretariat 7th Floor, Building No.6, Finance Department, Kamal Attaturk Road, Barrack No. 17, Government of Sindh, Karachi, Pakistan. Tel: +92 21 9922 2192 / +92 345 2187 157 Email: qassim.dada@gmail.com
4	Address for Submission of Bid, Bid Modifications and Bid Withdrawals	Transport and Mass Transit Department, Government of Sindh, Room No. 302, 2 nd Floor, Tughlaq House, Sindh Secretariat Building # 2, Karachi, Pakistan.
5	Number of Copies of Bid	For the Authority: - one (1) printed original together with one (1) electronic copy (DVD or USB drive); and - one(1) printed copy.
6	Bid Submission Deadline	14:00 Pakistan time on September 19 th 2014.
7	Place and Time of Technical Bid Opening	Transport and Mass Transit Department, GoS, Room No. 302, 2 nd Floor, Tughlaq House, Sindh Secretariat Building # 2, Karachi, Pakistan 15:00 Pakistan time on Septemehr 19 th ,2014
8	Place and Time of Financial Bid Opening	Transport and Mass Transit Department, GoS, Room No. 302, 2 nd Floor, Tughlaq House, Sindh

		Secretariat Building # 2, Karachi, Pakistan 14:00 Pakistan time on Septemebr 11th,2014
--	--	-------------------------------------------------------------------------------------------

ANNEX 2 - FORMS

FORM A - BID FORM

RELATING TO SHAHEED BENAZIR BHUTTO INTERCITY BUS AND TERMINAL PROJECT, PAKISTAN

DATE:

To: **Syed Ahmed Ali Shah Jilani**
ADDITIONAL SECRETARY
TRANSPORT & MASS TRANSIT DEPARTMENT,
ROOM NO. 302, 2ND FLOOR, TUGHLAQ HOUSE,
SINDH SECRETARIAT BUILDING # 2,
KARACHI, PAKISTAN

Re: **SHAHEED BENAZIR BHUTTO INTERCITY BUS AND TERMINAL PROJECT**

Ladies and/or Gentlemen,

1. DEFINITIONS

Unless the context indicates otherwise, all capitalized terms and expressions used herein and in our Bid have the meaning given to them in the document entitled 'Invitation for Bid' dated January 10th 2014] (as amended and/or supplemented from time to time) (the **Invitation for Bid**).

2. GENERAL

We, the undersigned, acknowledge, confirm and agree that:

- A) having carefully examined, read and understood and agreed to the terms of the Concession Agreement (including the annexes), the Bidding Documents, including the Annexes;
- B) we have satisfied ourselves that we have full and complete understanding of the nature and location of the Project and services referenced above and the general and local conditions to be encountered in the performance thereof; and
- C) we, the undersigned, offer to carry out all services and obligations of the Operator as defined in the Concession Agreement in conformity with our Bid and the Bidding Documents.

3. PRICING

We understand that you are not bound to accept the lowest Financial Bid or any Bid you may receive.

4. GUARANTEES REQUIRED BY THE LENDERS AND PERFORMANCE SECURITY

We declare that we will be able to provide the guarantees required by the lenders for Project. In addition, if our Bid is accepted, we also undertake to provide the Performance Security (as defined in the Concession Agreement) in the form, in the amount and within the times specified in the Concession Agreement.

5. PROPOSAL COMPLIANT WITH SUBMISSION REQUIREMENT

We declare and confirm that our Bid satisfies and complies with the submission requirements indicated in the Invitation for Bid.

We also undertake that no circumstances have arisen or intervened during the period between the submission of our Prequalification Application and this Bid that (i) has resulted in us no longer meeting the Prequalification Criteria or (ii) would materially and adversely affect our ability to satisfactorily perform the Construction Works as defined in the Concession Agreement if our Bid is accepted.

6. FIRM AND IRREVOCABLE PROPOSAL

We agree to abide by this Bid, which consists of our Technical Bid and Financial Bid (each as defined in the Bidding Documents), for a period of one hundred and twenty (120) days from the Bid Submission Deadline as set forth in the Bidding Documents, and that it is irrevocable and shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal Concession Agreement is prepared and executed between us, our Bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding contract between us.

7. FURTHER WARRANTIES

We hereby represent and warrant that all information, data and materials of any nature whatsoever provided by us in the Bid is true and accurate and not misleading in any nature.

We have made a complete and careful examination of the Invitation for Bid and have received all the relevant information from the Authority, as required for the purposes of submission of the Bid. We further warrant that we have verified and understand all the information received from the Authority in connection with the Invitation for Bid.

To the extent that any provision in our Bid conflicts with the terms and conditions of the Bidding Documents, such provision is hereby withdrawn.

8. CONFIDENTIALITY

In connection with the transaction contemplated by the Invitation for Bid, the Bidder has been (or will be) given access to information regarding the Project, including, but not limited to, financial data, agreements, business plans, software, reports, data, records, forms and other information, as well as information regarding the Authority or provided by the Authority (all such information being referred to as "**Confidential Information**").

The Bidder hereby agrees and warrants that to the extent it receives Confidential Information, the Bidder and its affiliates, controlling and related persons and agents (collectively, the "**Recipient**"), the Recipient shall:

(a) keep and maintain the Confidential Information strictly confidential;

(b) disclose such Confidential Information (if at all) only to its controlling persons, its attorneys and professional advisors, and to such employees who have a reasonable need to know such Confidential Information (subject in each case to such person's agreement to make no further disclosure), or as may be required by law;

(c) use such Confidential Information solely for the purpose of determining whether to enter into the transaction contemplated hereby; and (d) promptly upon request of the Authority disclosing Confidential Information following the abandonment of the transaction contemplated by the Invitation for Bid, return such Confidential Information (and all copies thereof) to the Authority.

9. ADDITIONAL DOCUMENTS

In addition to the Bid Form the Bidder shall submit the information identified in **SCHEDULE 1 (ADDITIONAL DOCUMENTS)** to this Bid Form together with the Bid Form.

We acknowledge and agree that the Authority will not be responsible for any errors or omissions on our part in preparing this Bid, and we shall indemnify the Authority fully in connection therewith.

[signature]

In the capacity of
[position]

Authorized to sign this Bid Form of

[name of Bidder]

SCHEDULE 1 - ADDITIONAL DOCUMENT

(1) DESCRIPTION OF THE BIDDER

- (a) The Bidder must provide the following information:
- (i) A detailed description of the Bidder, including:
- Legal name;
 - Complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address;
- (ii) Incorporation details, including corporate charter, articles of incorporation, and proof of legal authorization to operate in Pakistan. If the Bidder is an unincorporated legal entity, then the proof of that legal entity's existence must be provided.
- (b) In case of a Consortium, the members of the Consortium shall enter into a binding joint bidding agreement for the purpose of submitting the Bid. The joint bidding agreement to be submitted along with the Bid, shall, inter alia;
- (i) convey the intent to form a Project Company (with shareholding / ownership equity commitment(s) in the Project Company in accordance with this Invitation for Bid) which would enter into the Concession Agreement and subsequently perform all the obligations of the Operator in terms of the Concession Agreement, in case the Concession to undertake the Project is awarded to the Consortium;
- (ii) clearly outline the proposed roles and responsibilities, if any, of each member (including each Member);
- (iii) commit the minimum equity stake to be held by each Member;
- (iv) commit that all of the Members (whose experience will be evaluated for the purposes of this Invitation for Bid) shall subscribe to a cumulative of 100% of the paid up shares capital of the Project Company and subscribe to the shares in the Project Company.
- (v) provide for the members of the Consortium to undertake that they shall collectively submit/ include a statement to the effect that all members of the Consortium shall be liable, jointly and severally, for all obligations of the Operator in relation to the Project until the expiry of the Concession Agreement; and
- (vi) except as provided under this Invitation for Bid, there shall not be any amendment to the joint bidding agreement without the prior written consent of the Authority.
- (c) In case of a single Bidder (not being a Consortium), it must provide with an undertaking that it shall be liable for all obligations of the Operator in relation to the Project until the expiry of the Concession Period. Further, in case of a single Bidder, the Bidder shall neither undertake nor shall it permit any Change in Ownership and/or Control. Further, in case of a single Bidder (not a Consortium), the Bidder shall not, express with the prior written consent of the Authority, sell, transfer, convey or otherwise dispose its direct and / or indirect, legal and/or beneficial ownership in the shares of the Project Company (or any part thereof).

FORM B - POWER OF ATTORNEY

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder (or if the Bidder is a Consortium, each Consortium member) shall provide a written power of attorney substantially in the form attached hereto **FORM B OF ANNEX 2 (FORMS)**, duly notarized, indicating that the person(s) signing the Bid has(ve) the authority to sign the Bid and thus that the Bid is binding upon the Bidder during the full period of its validity.
- This Power of Attorney shall be notarised with the Notary Public.
- Please find below the form and substance of the Power of Attorney.

**FORM OF POWER OF ATTORNEY RELATING TO SHAHEED BENAZIR BHUTTO INTERCITY BUS AND
TERMINAL PROJECT, PAKISTAN**

On thisday of

Before me

The Notary in this office

The undersigned

Mr./Ms. _____

In his capacity as _____

Nationality

Holder of Passport or ID no. _____

Issued from _____

Dated _____

Residing at _____

Hereby appoints Mr./Ms. _____ in his capacity as _____, to:

- (a) Execute under hand, or under seal, and deliver to the competent authorities all the documents listed in Schedule 1 attached hereto;
- (b) Deliver and receive any document or instrument in relation to the documents listed in Schedule 1 attached hereto; and
- (c) Do all things necessary and incidental in respect of the matters set out herein including to do, execute and perform any other deed or act ought to be done executed or performed to perfect or otherwise give effect to the documents listed in Schedule 1.

And is hereby authorized to appoint others for all or part of the powers delegated by the present Power of Attorney.

SCHEDULE 1

- A. DATED: **[INSERT DATE OF EXECUTION]**
- B. THE GRANTOR: **[INSERT NAME OF PROSPECTIVE BIDDER/CONSORTIUM MEMBER]**
- C. THE ATTORNEY: **[INSERT NAME OF REPRESENTATIVE LEAD MEMBER]**
- D. PLACE IN WHICH DOCUMENTS ARE TO BE EXECUTED AND DELIVERED: **TRANSPORT & MASS TRANSIT DEPARTMENT**
Additional Secretary
**TRANSPORT & MASS TRANSIT DEPARTMENT,
ROOM NO. 302, 2ND FLOOR, TUGHLAQ HOUSE,
SINDH SECRETARIAT, BUILDING NO. 2
KARACHI, PAKISTAN**
- E. DOCUMENTS: **ALL DOCUMENTS IN RESPECT OF THE AUTHORITY'S INVITATION FOR BID IN RELATION TO THE SHAHEED BENAZIR BHUTTO INTERCITY BUS AND TERMINAL PROJECT**

IN WITNESS WHEREOF the Grantor has executed this Power of Attorney **[under seal]** on the date set out above.

[SEAL])
)
)
)

[Name / Title of Grantor representative]

WITNESSES: WITNESS 1:

.....
NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

WITNESS 2:

.....
NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

ACCEPTED & AGREED

[NOTARISED]

.....
(SIGNATURE)
(NAME, TITLE AND ADDRESS OF THE ATTORNEY)

FORM C - CONFLICT OF INTEREST STATEMENT

RELATING TO SHAHEED BENAZIR BHUTTO INTERCITY BUS AND TERMINAL PROJECT, PAKISTAN

[Insert the date]

Re: Shaheed Benazir Bhutto Intercity Bus and Terminal Project

Ladies/Gentlemen,

We, the undersigned, are not aware of any conflict or potential conflict arising from prior or existing contract or relationship which could materially affect our capability to comply with our obligations under the Concession Agreement for the Project.

In particular, other than as disclosed below, we have no prior or existing contracts, negotiations or relationships with the Authority, its affiliates, representatives, advisors or consultants.

We disclose that the following transactions may be in conflict with the Project:

Name of Project	Date Started	Description of Conflict

Yours Sincerely,

Authorized Signature:
Name and Title Signatory:
Name of Firm:
Address:

FORM D- INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE BIDDER

CONTRACT NUMBER: _____

DATED: _____, 2014

CONTRACT VALUE: _____

CONTRACT TITLE: **SHAHEED BENAZIR BHUTTO INTERCITY BUS AND TERMINAL PROJECT UNDER PPP MODE**

[*Bidder*] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (the GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (i.e. the GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [*Bidder*] represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from the GoS, except that which has been expressly declared pursuant hereto.

[*Bidder*] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [*Bidder*] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty.

It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the GoS under any law, contract or other instrument, be voidable at the option of the GoS.

Notwithstanding any rights and remedies exercised by the GoS in this regard, the [*Bidder*] agrees to indemnify the GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [*Bidder*] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from the GoS.

**Acknowledged, Accepted & Agreed
For & On Behalf of:**

**TRANSPORT AND MASS TRANSIT
DEPARTMENT, GOVERNMENT OF SINDH,
through its duly authorized
signatory**

.....
(Signature)

NAME:

DESIGNATION:

**Acknowledged, Accepted & Agreed
For & On Behalf of:**

**[INSERT NAME OF BIDDER], through its
duly authorized signatory**

.....
(Signature)

NAME:

DESIGNATION:

FORM E - BID SECURITY FORM

RELATING TO THE SHAHEED BENAZIR BHUTTO INTERCITY BUS AND TERMINAL PROJECT, PAKISTAN

....., 20...

To:

The Government of Sindh, [Insert Address] (the "Beneficiary")

Guarantee No: _____ **(the Guarantee)**

Date of Issue: _____

Date of Expiry: _____

Guarantee Amount: _____

Name of Guarantor: _____

Name of Principal: _____

Penal Sum of Security: _____

We, [●]¹, being the Guarantee issuing bank (the **Issuing Bank**) understand that the following party / parties have responded to the 'Invitation for Bid' issued by the Government of Sindh, dated [●] in relation to the 'Shaheed Benazir Bhutto Intercity Bus and Terminal Project' (as amended and/or supplemented or as clarified from time to time) (the **RFP**), by submitting their respective formal proposals / bid:

[Name of the Bidder], a [Insert legal status] existing under the laws of [Insert Country] having its [registered office/place of business] located at [Insert address], (the **Bidder**, which expression includes its successors, assignees and transferees).

Further, We, the Issuing Bank, understand that pursuant to the RFP, the Bidder is required to provide the Government of Sindh (the **Beneficiary**), a bid security in the form of a bank guarantee equal to PKR [●] and issued by a scheduled commercial bank operating in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA).

The above premised, we (the **Issuing Bank**) hereby undertake irrevocably and unconditionally on demand to pay to the Beneficiary, without any notice, reference, recourse, evidence, document in support of the demand, the validity, proprietary or legality of the said demand to the Bidder or to any other entity or without any recourse or reference to the RFP or any other document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

PKR [●]/- (Pakistani Rupees [●])

(the Guaranteed Amount)

at sight and immediately, provided however not later than 1 business day from the date of receipt of the Beneficiary's first written demand (the **Demand**) at the Issuing Bank's offices located at [●] or through SWIFT instructions transmitted by the Beneficiary's bank (i.e. [●]), on behalf of the Beneficiary, to the Issuing Bank, such Demand referring to this Guarantee and stating the amounts demanded.

We, the Issuing Bank, shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

This Guarantee shall come into force and shall become automatically effective upon the submission of the Proposal by the Guarantor to the Beneficiary in response to the RFP.

After having come into force, this Guarantee and our obligations hereunder will expire on the earlier of:

- (i) Bid Submission Deadline + [120 days] (the **Guarantee Original Expiry Date**) provided that, in the event the Issuing Bank has receipt of the Demand on or immediately prior to the Guarantee Original Expiry Date, the Issuing Bank shall honour that Demand; or
- (ii) when the aggregate of all payments made by us under this Guarantee equals the Guaranteed Amount.

Upon expiry, this Guarantee shall be returned to the Guarantor in terms of the conditions stipulated under the RFP. Multiple Demands may be made by the Beneficiary under this Guarantee but our aggregate liability will be restricted up to the Guaranteed Amount.

We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by the Beneficiary, the Bidder or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Guarantee for its validity period shall not be prejudiced or affected in any manner by any change in our constitution or of the Bidder's constitution or of their successors and assignees and this Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Guarantee.

The Beneficiary may not assign / transfer or cause or permit to be assigned or transferred any of their rights, interests and benefits of this Guarantee without our prior written consent, which consent shall not be unreasonably withheld or delayed.

If one or more of the provisions of this Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Guarantee.

We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against us under the Pakistani law and under the laws of the jurisdiction where this Guarantee is issued. Further, that the signatory(ies) to this Guarantee is/are our duly authorized officer(s) to execute this Guarantee.

This Guarantee and all rights and obligations arising from this Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts of Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

The issuance of this Guarantee is permitted according to the Pakistani law and the laws of the jurisdiction where this Guarantee is issued.

Authorized signatory: _____

Date: _____

Place: _____

Authorized signatory: _____

Date: _____

Place: _____

FORM F - FINANCIAL BID FORM

RELATING TO THE SHAHEED BENAZIR BHUTTO INTERCITY BUS AND TERMINAL PROJECT, PAKISTAN

To: Syed Ahmed Ali Shah Jilani
ADDITIONAL SECRETARY
TRANSPORT & MASS TRANSIT DEPARTMENT, GOVERNMENT OF SINDH,
ROOM NO. 302, 2ND FLOOR, TUGHLAQ HOUSE,
SINDH SECRETARIAT BUILDING # 2, 4TH FLOOR,
KARACHI, PAKISTAN

Re: SHAHEED BENAZIR BHUTTO INTERCITY BUS AND TERMINAL PROJECT

Date:

Ladies and/or Gentlemen,

Having carefully examined the Bidding Documents, including the Annexes, the receipt of which is hereby acknowledged, and having satisfied ourselves with the nature and location of the works and services referenced above and the general and local conditions to be encountered in the performance thereof, we, the undersigned, propose:

LOWEST PRESENT VALUE FOR THE PROJECT INCLUDING ITS CAPITAL AND OPERATING COST FOR THE TERM OF THE PROJECT.	*[INSERT AMOUNT IN PKR] [INSERT AMOUNT IN WORDS]
-------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------

ATTACHEMENT 1 which shall include the main componenets of the Financing Plan.

We acknowledge and agree that the Authority will not be responsible for any errors or omissions on our part in preparing this Financial Bid and we shall indemnify the Authority fully in connection therewith.

[signature]

In the capacity of
[position]

Authorized to sign this Financial Bid Form of

[name of Bidder]



SHAHEED BENAZIR BHUTTO INTERCITY
BUS AND TERMINAL PROJECT
INVITATION FOR BID

ATTACHMENT 1 TO THE FINANCIAL BID FORM

MAIN COMPONENTS OF THE FINANCING PLAN AND THE FINANCIAL MODEL

SECTION	TITLE	CONTENT
<p>This annexure summarizes the instructions to be followed by the Bidder in developing its financing plan and financial model which shall be submitted with the Financial Bid.</p>		
A.1	Financing plan	
<p>The Bidder must provide a detailed description of the proposed financial structure and financing instruments for the undertaking of the Concession. The Bidder must demonstrate that the proposed financing is sufficient to cover all of the needs of the Concession during its term (including procuring, financing, construction, operation, and maintenance). The Bidder must also provide confirmation of the participation of the lenders for the entire amount of the initial financing of the Concession.</p>		
A.1.1	General Information	<ol style="list-style-type: none">1 The financing plan must include a description of the proposed financial structure, as well as the financing sources and instruments and the terms and conditions of the latter. The Authority expects that the financing plan will be at a sufficiently advanced state of development to provide a very high level of confidence with respect to the likelihood of its realization following the announcement of the Preferred Bidder. The proportion and source of equity, loans (bank, bond or other), and other financing instruments must be established.2 In order to minimize the risk at financial close, and to comply with the schedule proposed by the Authority, the latter will not accept a financing plan under which the Bidder proposes to rely on a best efforts underwriting arrangement to implement the initial financing. As a result, any financial proposal that is submitted on this basis will be judged to be non-compliant.

SECTION	TITLE	CONTENT
A.1.2	Financing conditions -Loans	<p>At least 51% of equity costs should be funded by the Concessionaire's equity while at least 75% of the project funding should be through bank debt; with indicatively a 6 years of total tenure of the commercial loan including 1 years of grace period and 5 years of repayment period - the bench mark rate (3 month KIBOR) for calculation purposes should be assumed to be 10% annually with a maximum spread of 3% over that</p> <p>With respect to Loans (bank, bond, or any other type), the financial proposal must include a description of the following elements:</p> <ul style="list-style-type: none"> • the type of loans • the purpose of the loan • the amount of the financing and the currency • the draw-down schedule • the principal repayment schedule and the prepayment conditions • details concerning the terms of payment including the grace periods • the interest rate (fixed or variable), specifying the Benchmark interest rate and the premium to the Benchmark Rate • engagement fees, underwriting fees, commitment fees, breakage costs and other expenses • guarantees required • insurance or performance and payment guarantees required • reserve account requirements (debt service, maintenance, etc.); • financial ratios to be maintained and other requirements and restrictive clauses; • events of default • step-in rights • hedging strategies proposed for mitigating the risks of interest rate, inflation, and exchange rate fluctuations, where applicable • conditions precedent • requirements pertaining to the due diligence review (The due diligence review should have been completed before submission of the proposal) • any other restrictions, requirements, or conditions that could significantly influence the capacity of the Bidder to finalize the financing or to use the committed funds after the Financial Close
A.1.3	Implementation of Financing	<p>A Bidder must present the timetable that it plans to follow in order to affect financial close of the Concession by the deadline established further to its selection as the Preferred Bidder. This timetable must respect the timetable proposed by the Authority, which is within 30 days after the announcement of the Preferred Bidder. Please note that particular merit will be given, during the evaluation process to those Bidders whose submissions, and minimize the need for public sector financing.</p>

SECTION	TITLE	CONTENT
A.1.4	Robustness of the financing plan	The Bidder must provide a description of the robustness of its financing plan, including details concerning the management of principal risks (e.g.: interest rates, inflation, revenues, construction schedule, capital expenditures, operations, regular maintenance), among other things.
A.1.5	Summary of the Financial Bid Offer	<p>A revised summary of the key elements of the Bid shall be provided by the Bidder. This statement shall include the following information:</p> <ul style="list-style-type: none"> • The Concession Company's equity commitment • Proportionate present value of Payments starting from 1st year of operations comprising <ul style="list-style-type: none"> ➢ Annual O&M expenditure amount which includes any rental payments (provided that there shall be no maintenance payment during defect liability period); ➢ Required annual return on equity and return of equity (which reimburses bidders invested capital/equity and the profit margin on that investment). • A schedule of PKCPPS, starting from first year of operations, showing amounts required and dates on which payments will be due. The payments shall comprise the following: <ul style="list-style-type: none"> - Principal Repayment - Interests incurred on the loan - Operation and Maintenance Charges - Return of Equity - Return on Equity • A schedule of amendments that will be sought prior to the signing of a Concession Agreement (if any) • A schedule of any other conditions that are attached to the Bid (if any)
A.2	Financial model	
A.2.1	General information	The Bidder must submit electronic (on CD) and hard copies of the complete and operational financial model used in preparing the proposal. This financial model must be accompanied by an assumptions book and an instruction booklet. Each Bidder is free to develop its financial model at its discretion, insofar as the model meets the criteria presented in this Section.
A.2.2	Structure of the financial model	<p>The model must meet the following criteria:</p> <ul style="list-style-type: none"> • the financial model must be prepared on a monthly basis during the period ending at the commercial operations date, and semi-annual, or quarterly basis thereafter in line with other parameters of the model • the financial model must be properly constructed, and must have a professional appearance • the financial model must be produced using Microsoft Excel 2007 or a later version • every sheet must be formatted in such a way that the printed information is clear and legible • the financial model must be presented in nominal PKR, without decimals

SECTION	TITLE	CONTENT
		<ul style="list-style-type: none"> the financial model must cover the entire term of the Concession Agreement the cells that contain manual inputs must be shown in blue no sheet or cell may be hidden, and the file must not be password-protected calculations must be sufficiently disaggregated that they can be followed logically on screen or on paper without having to examine the content of each cell a limited number of nested formulas ("if") must be used if the financial model contains circular references, it must include a description of the locations of these references and the reasons why they are present. In addition, the circular references must be resolved, that is, the software must find a solution the conditions attached to the financing instruments must be those that are presented in the term sheets Bidders must use the following inputs in developing their financial models: the start date for the financial model must be in line with the proposed schedule at the start of the RFP document Cost inputs
	Outputs required	<p>The financial model must contain at least the following output sheets:</p> <ul style="list-style-type: none"> the sources and uses of funds of the Concession complete financial statements, including a balance sheet, an income statement, a statement of retained earnings, and a statement of cash flows. These financial statements must be prepared in accordance with International Financial Reporting Standards a sheet outlining the computation of the per kilometer charge per passenger as envisaged by the private party in compliance with the official rates permissible by the Authority. The per kilometer charge per passenger is the amount at which the private party feels the project is viable inclusive of any premium service levels and facilities. The private party is expected to show all the sub components including, but not limited to, procurement costs, insurance, debt component, interest payments, return on investment, fuel, lubricants, salaries and any other costs which can be justified/verified as part of operations. a summary sheet that contains the following elements: <ul style="list-style-type: none"> financial ratios, as requested by the Lenders, which indicate the capital structure established in the financial plan, notably debt service coverage ratios, including the minimum ratio, the average ratio, and the ratio calculated over the term of the loan Equity internal rate of (after-tax) return ("Equity IRR") Project internal rate of (after-tax) return ("Project IRR")
A.2.4	Flexibility required	<p>The financial model must allow sensitivity analyses to be carried out using the following elements (but not limited to):</p> <ul style="list-style-type: none"> variation in the rate of inflation during the

SECTION	TITLE	CONTENT
		<ul style="list-style-type: none"> construction/procurement period • variation in the rate of inflation during the period of operation • variation in interest rates (expressed in basis points) • variation in fuel prices (to be allowed for under TMTD official notification process) • variation (expressed in percentages) in capital expenditures and in costs of operations, regular maintenance, and major maintenance • variation (expressed in percentages) in support payments • variation in the construction/procurement schedule <ul style="list-style-type: none"> - 6-month reduction in the construction/procurement period - 6-month increase in the construction/procurement period
A.2.5	Assumptions book	<p>The assumptions book must set out the following elements in sufficient detail to allow users to obtain a clear understanding of the financial model:</p> <ul style="list-style-type: none"> • Capital and construction/procurement costs for the following categories (including all assumptions in respect of future inflation and the applicable method used for such calculations): <ul style="list-style-type: none"> - Procurement of buses - Equipment at depot - Buildings (including terminals and depots) - Facilities required for operations - Public use facilities • Design, consultancy and project management fees, contingency costs and Insurance costs • Operations and Maintenance costs (including all assumptions in respect of future inflation and the applicable method used for such calculations) for the following categories: <ul style="list-style-type: none"> - Routine monitoring, patrolling and vehicle recovery costs - Costs associated with routine inspection and maintenance programmes - Anticipated costs of periodic maintenance programmes • Taxation
A.2.6	Instruction book	<p>The instruction booklet must explain the various functionalities of the financial model in sufficient detail to allow users to manoeuvre it effectively. More specifically, the instruction booklet must include:</p> <ul style="list-style-type: none"> • instructions pertaining to the method for changing inputs • instructions pertaining to the method for running the model after making changes to the inputs • instructions pertaining to the method for printing the sheets contained in the model • a summary of the sheets contained in the model and the information therein • details concerning complex and/or unusual formulas • instructions pertaining to the method for performing sensitivity analyses



**SHAHEED BENAZIR BHUTTO
INTERCITY BUS AND TERMINAL PROJECT
INVITATION FOR BID**

ANNEX 3 - CONCESSION AGREEMENT

[of the Concession Agreement sent as separate electronic attachment]

ANNEX 4A - TECHNICAL EVALUATION CRITERIA

The Bidders' Technical Bid shall obtain at least 70% (seventy percent) of the total available marks and not less than 50% (fifty percent) of the available marks in any sub-section, as per the below criteria shall obtain a "pass" score and be technically accepted for evaluation of the Financial Bid under Section 6.3.1:

The technical proposal shall be evaluated using the following categories & weights below:

Area of Evaluation	Evaluation Criteria	Maximum Score
Previous experience of Public Service Vehicle (PSVs) Operations	One (01) point will be awarded for each year experience in Public Service Vehicle operations.	Maximum Score=10
Experience in Number of Routes Operations	<ul style="list-style-type: none"> • Twenty (20) points will be awarded to the bidders having experience of more than three (03) operational routes; • for two (02) / three (03) operational routes twelve (12) points will be awarded • for one (01) operational route seven (07) points will be awarded. 	Maximum Score=20
Maximum Fleet Maintained and Operated	<ul style="list-style-type: none"> • Bidders having fleet size of minimum Ten (10) Public Service Vehicles will be awarded five (5) points, • Bidders having fleet size from Twenty (20) to thirty (30) Public Service Vehicles will be awarded ten (10) points, • Bidders having fleet size of above forty (40) Public Service Vehicles will be awarded fifteen (15) will be awarded points. 	Maximum Score=15
Human Resource Proposed	Competence and qualification of the team/manpower proposed for the project would be judged in accordance with the information provided in section 8.4 "Manpower / Team	Maximum Score=15

Area of Evaluation	Evaluation Criteria	Maximum Score
	<p>proposed to implement the Bus and Terminal Operations”.</p> <ul style="list-style-type: none"> • Bidders proposed human resource up to two hundred (200) will be awarded three (03) point. • Bidders proposed human resource up to three hundred (300) will be awarded ten (10) points • maximum points of fifteen (15) will be awarded to the bidder proposing human resource equal to or greater than four hundred (400). 	
Experience in Terminal Operations	<ul style="list-style-type: none"> • Twenty (20) points will be awarded to the bidders having experience of terminal operations on more than three (03) operational routes; • for two (02) / three (03) terminal operations twelve (12) points will be awarded • for one (01) terminal operations seven (07) points will be awarded. 	Maximum Score=20
Experience in Terminal Constructions	<ul style="list-style-type: none"> • Twenty (20) points will be awarded to the bidders having experience of terminal constructions of more than three (03) • for two (02) / three (03) terminal constructions twelve (12) points will be awarded • for one (01) terminal construction seven (07) points will be awarded. 	Maximum Score=20

ANNEX 4B - FINANCIAL EVALUATION OF THE TECHNICAL BID

FINANCIAL CAPABILITY OF A BIDDER WILL BE EVALUATED AS FOLLOWS:

The Bidder shall demonstrate that he has access to, or has available liquid assets, un-encumbered real assets, lines of credit and other financial means sufficient to meet the cash flow for the execution of works. Bidder's commitments for other ongoing contracts shall also be considered.

The audited balance sheets for the past three years and annual turn over for the last three years must be submitted and should demonstrate the soundness of the bidder's financial position, showing long term profitability. Where necessary, the Authority shall make inquiries with the bidder's bankers.

Points shall be awarded under this category based on the following criteria:

S. No	DESCRIPTION	MAX POINTS	CRITERIA FOR POINTS OBTAINED
a)	Available Bank Credit Limit	10	<ul style="list-style-type: none"> - 4 Points, if available bank credit limit is Rs.20 Million; - 2 Point for every Rs.4 million increase in Credit Limit; - 10 Points in case Rs.30 million or above
b)	Average Net Worth in Last 03 Years	15	<ul style="list-style-type: none"> - 5 points, if the Average Net Worth in last 03 years is Rs.60 million - 02 points for every 20 million increase in average net worth. - 15 points, if the Average Net Worth in last 03 years is Rs.150 million or above
c)	Average Annual turnover in last 3 years	25	<ul style="list-style-type: none"> - 5 points are given if the Average Annual Turnover in last 03 years is Rs.25 million. - 02 points shall be given for every 10 million increase in average Annual Turnover. - 25 points, if the Average Annual Turnover is Rs.120m or above

MAXIMUM POINTS	50
MINIMUM ACCEPTABLE POINTS	25

ANNEX 5 - CONTENT OF TECHNICAL BID

SUMMARY OF RELATED INFORMATION IN RESPECT OF EACH BUS ROUTE. THE GOVERNMENT OF SINDH SHALL LIKE TO HIGHLIGHT HERE THAT A BIDDER MAY COME UP WITH A MORE FEASIBLE ROUTE OPTION IF THE END POINTS OF THE ROUTES ARE THE SAME.

S. No.	ROUTE ALIGNMENT
1	KARACHI-HYDERABAD: Direct Service from Karachi to Hyderabad and Hyderabad to Karachi via Superhighway
2	KARACHI-MIRPURKHAS: Direct Service from Karachi to Mirpurkhas and Mirpurkhas to Karachi via Hyderabad
3	KARACHI-SUKKUR: Direct Service from Karachi to Sukkur and Sukkur to Karachi via Superhighway than N-5, passing through Hala, Sakrand, Moro, Kandiaro, Naushehroferoz, Rani-pur, Gambat, Khairpur Mirs
4	KARACHI-NAWABSHAH: Direct Service from Karachi to Nawabshah and Nawanshah to Karachi via Superhighway than N-5 and Link Road to Nawabshah passing through Hala ,& Sakrand
5	KARACHI-LARKANA: Direct Service from Karachi to Larkana and Larakan to Karachi via Superhighway than N-55 passing through Jamshoro, Sehwan, Dadu, Khirpur Nathan Shah, Mehar, Nasirabad & Wagan

Bus Specifications

The Project Company is required to procure a Bus make from its Brand Manufacturer i.e. and specify make for standard AC Diesel Buses. The company's

ownBrand make must meet the standard intercity bus specifications. However, the purchaser retains the option to accept any make under its own brand other than the one quoted in the bid, provided that:

- The quality of the bus is equal or superior than the one quoted in the bid.
- Actual price of the bus is not less than the price of the quoted bus.
- The per bus per km rate does not exceed the quoted rate by the Project Company.

PROCUREMENT OF BUSES

- Procure 100 Brand New Air Conditioned (AC) Diesel (minimum EURO-II compliant) buses as per prescribed specification, and ensuring compatibility with Bus Scheduling System (BSS):
- Prior to procuring, the bus operator shall submit detailed specifications, documentation, and manuals of related buses being procured for operation and maintenance; and arrange inspections by Transport & Mass Transit Department, Government of Sindh or by any third party hired by Transport & Mass Transit Department, Government of Sindh for the inspection of buses - and seek approval by Transport & Mass Transit Department, Government of Sindh.
- Ideal Bus Specification is as per the make defined as follows, any similar type may be inspected and approved by the Transport & Mass Transit Department, Government of Sindh.

<ul style="list-style-type: none"> • Basic Details • Seats: 40-50 Emission Standard: Euro 3 Transmission Type: Manual Condition: New Engine Capacity: 6 - 8L Fuel Type: Diesel Place of Origin: Guangxi, China (Mainland) Brand Name: DAEWOO BUS Model Number: GDW6119H COLOR: WHITE, RED, YELLOW, BLUE
<ul style="list-style-type: none"> • Specifications • 1. bus size: 10810*2500*3500 • 2. Engine: Cummins, ISDE 245, 245HP • 3. Aircon: 26000kcal/h • 4. seat: 45+2 • 5. RHD bus
<p>DAEWOO BUS LUXURY MODEL--GDW6119H</p> <p>Parameters</p> <ul style="list-style-type: none"> • Dimensions (mm): 10810*2500*3500 • G.V.W.(kg): 14,750 • Wheelbase(mm): 5500 curb • WT(kg): 10920

• Approach/departure angle(°):	10/9
• Max. grade ability(%)	≥30
• Ground clearance(mm):	200
• Turning diameter(m):	≤21
• Luggage capacity(m3):	6
• Max. speed(km/h)	≥120
• Fuel tank (L):	320
• Fuel consumption(L/100km):	21
• Standard Specifications	
• Engine Model:	YC6A260-20 (E-II)
• Output (kw/rpm):	191/2300
• Max. torque (N.m/rpm):	950/≤1600
• Chassis Model:	GL6110GR
• Clutch	single plate with coil spring damper, D=φ420mm
• Suspension system:	Leaf Spring, F8/R11
• Steering system:	power steering
• Front axle:	Fangsheng, 5.5T
• Rear axle:	Fangsheng, 10.5T, ratio:4.1
• Gear box:	FAST 6DS130T,6-speed manual
• Braking system:	dual-circuit pneumatic braking, spring energy-storage parking brake, ABS, brake shoe slack auto-adjuster
• Tire:	DOUBLE COIN 11R22.5
• Body	Passenger door: front door aluminum pneumatic out-swing,
• Luggage compartment door:	tilt opening
• Floor:	sunken gangway
• Side windows	sealed (lower-rear-most sliding)
• Seats	passenger seats:50 seats, soft upholstery, adjustable high backrest, flexible armrest, side-moveable
• Driver's seat:	full function
• Guide's seat:	folding seat
• A/C system:	yes
• Video & audio system:	Radio
• Rear-view mirrors:	manual
• Paint:	DUPONT
• Others:	macrograph, electric clock, stainless hubcap, sun visor, (back-up monitor optional)

Permits / Permissions

- Obtain all necessary permits under all applicable Laws of Pakistan required to procure the buses

- Obtain route permits and vehicle fitness certificates as prescribed in the Motor Vehicle Ordinance, 1965 (as amended by Provincial Motor Vehicles (Amendment) Ordinance, 1978) and carry out all responsibilities laid out in this document.
- Comply with the provisions of the applicable Motor Vehicles Ordinance / Act, the regulations and rules framed in the standards and all other applicable local, provincial, and federal laws. The inability of the bus Investor(s) / Operator(s) to comply with rules, regulations and procedures will be penalized as per Penalty Mechanism.
- Bear the cost of license/Route permit and that for the registration of the buses.

Bus Operations

- Must ensure to ply the buses and follow the specified schedules and approved by Transport & Mass Transit Department, Government of Sindh. Failure to complete the assigned jobs would result in penalties as per Agreement.
- Adhere to timelines of the Operation implementation. Guarantee smooth operations and functioning of all buses during the entire contract period.
- Comply, complete, and follow all reasonable commands, directions, and requirements of the Transport & Mass Transit Department, Government of Sindh in respect of the operation, including directions and requirements that ensure public safety and security.
- Arrange for fuel of buses with reserve fuel to implement the schedules smoothly without any interruption.
- Start operation of buses as per procedure laid-down in the agreement or upon award of the letter for initiation of operation.
- The dead mileage from and to the Depot will be borne by the Operator.
- Ensure that all buses are insured throughout their operation period.
- Ensure that there are no advertisements displayed on the outside surface of the buses, except without permission by Transport & Mass Transit Department, Government of Sindh.
- Ensure that the types, forms, and locations of all advertisement being displayed inside the buses should not be placed without written approval of the Transport & Mass Transit Department, Government of Sindh; and should strictly conform to the rules, regulation and procedures as notified by the Transport & Mass Transit Department, Government of Sindh.

Bus Maintenance

- Provide maintenance plan of buses in consultation with Transport & Mass Transit Department, Government of Sindh, and implement it. The plan must cover procedures and parameters for preventive and break-down maintenance, as well as maintenance review procedures.
- Implement the maintenance plan of buses. Allow authorized Transport Department / Transport & Mass Transit Department, Government of Sindh staff (and other authorized Government personnel) for inspection of buses at depot and while in Operation take prompt and reasonable action for resolution of each complaint – including complaints received from Transport & Mass Transit Department, Government of Sindh related to the operation of buses.
- Ensure and deploy at least four (4) tow-away vehicles to haul stalled buses to depot in a timely fashion.

Depot Operations

- Procure, install and maintain all equipment necessary to operate the bus depot(s) including equipment for fuel, repairs, cleaning, etc. at own cost.
- Engage and deploy suitably skilled personnel for procurement, operation and maintenance of the equipment in the Depot such as fuel tanks, cleaning equipment, maintenance equipment, etc.

Driver / Staff Selection

- Must employ adequate, well-trained staff to perform all duties and responsibilities stated in this RFP – including all roles/duties to be performed on the Intercity corridor, Depot, fueling operation, and general fleet management.
- Engage and deploy suitably skilled personnel for procurement, operation and maintenance of the Buses, and maintenance/replacement of all related equipment/components in buses in a timely manner and at its own cost, and participate in all meetings, committees, etc., as directed by Transport & Mass Transit Department, Government of Sindh from time to time.
- Be responsible for the conduct and functioning of all staff employed in the Operation. The bus operator shall ensure efficient services, polite and courteous behavior towards passengers and representatives of Transport & Mass Transit Department, Government of Sindh and other related departments/entities of the GoS. The bus operator shall be liable for any misconduct or unreasonable offense of its employees and shall take prompt and appropriate action.
- Impart meaningful and timely training to all Driver/staff associated with the Operation.

- Engage and train drivers for buses. It is expected that driver must possess at least a graduate degree and shall be tested and declared capable of reading English instructions.

Output Specifications

1. TMTD reserves the right to penalize the Investor / Operator, if it fails to operate, maintain and manage the agreed fleet size and standard of Buses on the route already given through concession agreement in accordance with the Performance Criteria and Penalty Mechanism.
2. To operate and maintain the Bus Service so as to achieve high level of coverage (passenger demand and route length) of route from its origin to terminating point as determined by TMTD.
3. To collect fare not higher than the approved fare structure by the TMTD from the commuters for usage of the bus and generate other revenue from a charge deemed univarsally allowable by TMTD for additional service levels and advertisement on buses duly approved by the TMTD. (This would be reflected in the financial model)
4. To ensure that buses are clearly identifiable by a distinctive insignia / logo and colour scheme approved by TMTD.
5. The bus Investors / Operators should follow the safety standards, social factors such as separate compartments for females etc.
6. The bus Investors / Operators should ensure the stoppage of the TMTD buses on designated bus stops and terminals.
7. To provide service information and publicity.
8. To be responsible to deploy trained and authorized crew on the buses in proper uniform and follow the service disciplines as per rules set out by TMTD and annexed to the concession agreement.
9. To be responsible to make arrangement for introducing a modern IT facilitation program / system for operation, management and monitoring of the service.
10. To be responsible to operate, manage and maintain the Bus Service in such a manner that does not cause interference to either the Service itself, or to any third party infrastructure or service.
11. To be responsible for the provision of all requisite tangible assets, intangible assets, technical input and manpower for the project at no cost to TMTD.

To be responsible to maintain project assets so as to perform within specified limits for various environmental conditions and standards in accordance to the output specifications

Environmental Conditions and Standards

S. No.	Description of the Infraction	Fine (No. of km's)
1	Noise emissions above environmental standards	50
2	To operate leaking fuel or lubricants.	25
3	Gas emissions above environmental standards	50
4	Non-compliance with the acceptable waste disposal	50
5	Non-compliance with the Initial Plan or with operating indices, driving habits recommended and methodology of work.	50

Termination Payment Amounts

Sr. No.	Termination Payment Amount	Compensation Payable
1.	Non Political Event Termination Amounts	(a) Insurances
2.	Political Event Termination Amounts	(a) the Termination Equity; plus (b) the Termination Dividend Amount, plus (c) the Debt Due

3.	Concessionaire Default Termination Amount	(a) 100% Debt due if Government of Sindh elects to take over the buses and the terminals otherwise the banks/commercial loan holders will enforce their security over the projects assets
4.	GoS Default Termination Amounts	(a) the Termination Equity; plus (b) the Termination Dividend Amount, plus (c) the Debt Due

Bid Evaluation Report





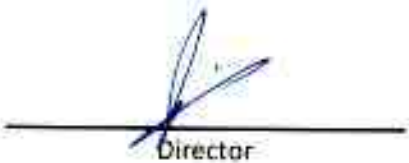



1. Name of Procuring Agency: Transport & Mass Transit Department, Government of Sindh with assistance of Public-Private Partnership Unit, Finance Department.
2. Tender Reference No: NF-KRY 3155/13
3. Tender Description/Name of work/item: **Shaheed Benazir Bhutto Bus InterCity Bus & Terminal Project** (the "Project"). Project scope covers bus service on a total of 5 routes starting from Karachi city to the major cities of Sindh province namely Hyderabad, Mirpurkhas, Sukkur, Nawabshah, and Larkana. In addition to the bus service facility, well built and operated ticketing / booking system and ancillary facilities providing basic amenities like mosques, restaurants/snack bars, motels, toilets, resting areas, waiting areas are also included in the scope of the Project.
4. Method of Procurement: **International Competitive Bidding, Single Stage Two Envelopes.**
5. Tender Published: 31st December 2013 (Dawn, Business Recorder, Jang, Kaawish)
10th January 2014 (Gulf News)
6. Total Bid documents Issued: **One (1) issued. Bidding documents were not charged for.**
7. Total Bids Received: **One (1).**
8. Technical Bid Opening date: 19th September 2014
(Minutes of the Bid Opening are attached herewith as Annexure-A)
9. No. of Bid technically qualified (if applicable): **One (1).**
10. Bid(s) Rejected: **None.**
11. Financial Bid Opening date: 30th September 2014.
(Minutes of the Financial Bid Opening are attached herewith as Annexure-B)
12. Bid Evaluation Report:

S. No.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparis on with Estimated cost	Reasons for acceptance/ rejection	Remarks
* 0	1	2	3	4	5	6
1.	Daewoo Pakistan Express Bus Service Ltd.	PKR 2 Billion	Single bid	Estimated Cost: PKR 3.6 Billion.	Technically qualified single bidder. <i>(Technical Evaluation Report and Financial Evaluation Report are attached</i>	Qualified for negotiating the PPP Agreement.

(Signature) 1/2

					herewith as Annexure - C and Annexure - D respectively)	
--	--	--	--	--	------------------------------------------------------------------	--

Signatures of the members of the Technical & Financial Evaluation Committee (TFEC)

 <hr/> <p>Additional Chief Secretary (Dev.) Planning and Development Department</p>	 <hr/> <p>Secretary, Finance Department</p>	 <hr/> <p>Secretary, Transport & Mass Transit Department</p>
 <hr/> <p>Chief (Transport & Communication) Planning and Development Department</p>	 <hr/> <p>Director Public Private Partnership Unit Finance Department</p>	 <hr/> <p>Director General Public Private Partnership Unit Finance Department</p>
 <hr/> <p>Additional Secretary Nominee of Law Department</p>	 <hr/> <p>Assistant Director - II Nominee of Local Government Department</p>	



ANNEXURE - A

No.FD/PPPUNIT/InterCity/2014
Transport & Mass Transit Department
Government of Sindh
Dated September 19th, 2014

**Minutes of Technical and Financial Evaluation
Committee (TFEC) Meeting on Shaheed Benazir Bhutto
InterCity Bus and Terminal Project**

A meeting of Technical & Financial Evaluation Committee (TFEC) for the Shaheed Benazir Bhutto InterCity Bus and Terminal Project (the "Project") was held on Friday, 19th September 2014 at 2:30 p.m. at the Committee Room of Planning and Development Department, Government of Sindh. The meeting was commenced to open the submitted Technical Proposal for the Project in the presence of the bidders and members of Technical and Financial Evaluation Committee (TFEC).

2. The Director, Public Private Partnership (PPP) Unit initiated the discussion by welcoming the participants and asked Assistant Director, PPP Unit to brief the forum about the agenda of the meeting.

Agenda # 1: Opening of Technical Proposals

3. Assistant Director, PPP Unit informed the forum that the meeting has been convened to open the Technical proposal submitted by the Bidder in the presence of the TFEC members and the respective representatives of the bidder who has submitted the bid proposal, as per the Sindh Public Procurement Rule # 41 (Attendance Sheet is attached as Annexure "A") (SPPRA Rule # 41 attached as Annexure "B"). Bidder that has submitted the bid proposal is as follows:

Name of Bidders	Bid Status
Daewoo Pakistan Express Bus Service Ltd.	Bid Submitted

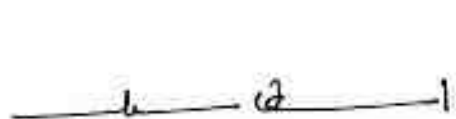
4. The name of the bidder who had submitted the bid was read aloud by the Assistant Director, PPP Unit and the sealed bids were shown to the participants. After satisfaction of the forum, the technical bids were opened in front of the TFEC and representatives of all the bidders. TFEC then signed the first page of the technical proposal submitted.

Agenda # 2: Constitution of the TFEC Sub-committee for evaluation of the Technical Bids

5. In order to conduct the evaluation of technical bids, a sub-committee was formed with the following composition.

S. No.	Name	Designation
1	Syed Ahmed Ali Shah	Additional Secretary, Transport & Mass Transit Department
2	Mehtab ul haq	Chief (Transport & Communication), Planning & Development Department.
3	Ali Sibtain	Director, PPP Unit

6. Meeting ended with a vote of thanks:



Additional Chief Secretary (Dev.)
Planning and Development
Department



Chief (Transport &
Communication)
Planning and Development
Department



ASSISTANT
Additional Director - II
Nominee of
Local Government Department



Additional Secretary
Nominee of
Law Department



Director
Public Private Partnership Unit
Finance Department



Director General
Public Private Partnership Unit
Finance Department



Additional Secretary Transport
Representing Secretary,
Transport Department



Special Finance Secretary
Representing Secretary,
Finance Department



ANNEXURE - B

No:FD/PPPUNIT/InterCity/2014
Transport & Mass Transit Department
Government of Sindh
Dated September 30th, 2014

Minutes of Technical and Financial Evaluation Committee (TFEC) Meeting on Shaheed Benazir Bhutto InterCity Bus and Terminal Project

A meeting of Technical & Financial Evaluation Committee (TFEC) for the Shaheed Benazir Bhutto InterCity Bus and Terminal Project (the "Project") was held on Tuesday, 30th September 2014 at 01:00 p.m. at the Committee Room of Planning and Development Department, Government of Sindh. The meeting was commenced to open the submitted Financial Proposal for the Project in the presence of the bidder and members of Technical and Financial Evaluation Committee (TFEC).

2. The Director, Public Private Partnership (PPP) Unit initiated the discussion by welcoming the participants and asked Assistant Director, PPP Unit to brief the forum about the agenda of the meeting.
3. The Assistant Director, PPP Unit informed the forum that the meeting has been convened to decide on the agendas as follows:

Agenda # 1: Confirmation of Technical Evaluation Report

4. Assistant Director, PPP Unit informed the forum that the first agenda of the meeting is to seek confirmation of the TFEC on the technical evaluation, done by the sub-committee, as constituted in the TFEC meeting dated 19th September, 2014 [minutes of meeting attached herewith as **Annexure - A**]. The Technical Evaluation Report is annexed herewith [attached as **Annexure - B**].
5. The TFEC confirmed the technical evaluation, as done by the sub-committee in the Technical Evaluation Report.

Agenda # 2: Opening of Financial Proposal

6. Assistant Director, PPP Unit further informed the forum that the second agenda of the meeting is to open the Financial Proposal of the Bidder, submitted along with the Technical Proposal earlier on Friday, 19th September 2014, in the presence of the TFEC members and the representatives of the Bidder, who has submitted the bid proposal, as per the Sindh Public Procurement Rule # 41 (SPPRA Rule # 41 attached as Annexure "B"). The name of the Bidder is as follows:

Name of the Bidder	Bid Status
Daewoo Pakistan Express Bus Service Ltd.	Bid Submitted

7. The sealed Financial Bids were shown to the participants. After satisfaction of the forum,



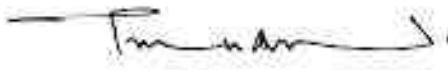

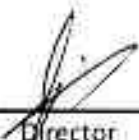

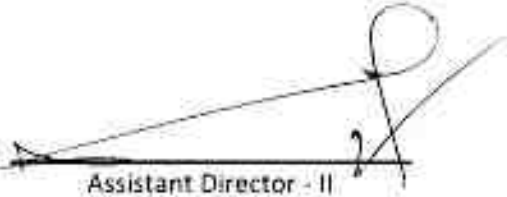
the Financial Proposal was opened in front of the TFEC and representatives of the Bidder. TFEC then signed the first page of the Financial Proposal submitted.

Agenda # 3: Constitution of the Negotiations Committee

8. Furthermore, in order to conduct the negotiations on signing of the Concession Agreement of the Project, a Negotiations Committee was formed with the following composition.

S. No.	Name	Designation
1.	Mahtab ul haq	Chief (Transport & Communication), Planning & Development Department.
2.	Fazal Karim Khatri	Director, Karachi Mass Transit Cell (KMTC).
3.	Mujtaba Shahneel	Director General, PPP Unit,
4.	Ali Sibtain	Director, PPP Unit.
5.	Sanjai Talreja	Assistant Director-Legal, PPP Unit.

9. Meeting ended with a vote of thanks.

 Additional Chief Secretary (Dev.) Planning and Development Department	 Secretary, Finance Department	 Secretary, Transport & Mass Transit Department
 Chief (Transport & Communication) Planning and Development Department	 Director Public Private Partnership Unit Finance Department	 Director General Public Private Partnership Unit Finance Department
ABSENT Additional Secretary Nominee of Law Department		 Assistant Director - II Nominee of Local Government Department



Minutes of Technical and Financial Evaluation Committee (TFEC) Meeting on Shaheed Benazir Bhutto InterCity Bus and Terminal Project

A meeting of Technical & Financial Evaluation Committee (TFEC) for the Shaheed Benazir Bhutto InterCity Bus and Terminal Project (the "Project") was held on Friday, 19th September 2014 at 2:30 p.m. at the Committee Room of Planning and Development Department, Government of Sindh. The meeting was commenced to open the submitted Technical Proposal for the Project in the presence of the bidders and members of Technical and Financial Evaluation Committee (TFEC).

2. The Director, Public Private Partnership (PPP) Unit initiated the discussion by welcoming the participants and asked Assistant Director, PPP Unit to brief the forum about the agenda of the meeting.

Agenda # 1: Opening of Technical Proposals

3. Assistant Director, PPP Unit informed the forum that the meeting has been convened to open the Technical proposal submitted by the Bidder in the presence of the TFEC members and the respective representatives of the bidder who has submitted the bid proposal, as per the Sindh Public Procurement Rule # 41 (Attendance Sheet is attached as Annexure "A") (SPPRA Rule # 41 attached as Annexure "B"). Bidder that has submitted the bid proposal is as follows:

Name of Bidders	Bid Status
Daewoo Pakistan Express Bus Service Ltd.	Bid Submitted





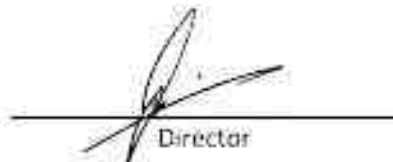


4. The name of the bidder who had submitted the bid was read aloud by the Assistant Director, PPP Unit and the sealed bids were shown to the participants. After satisfaction of the forum, the technical bids were opened in front of the TFEC and representatives of all the bidders. TFEC then signed the first page of the technical proposal submitted.

Agenda # 2: Constitution of the TFEC Sub-committee for evaluation of the Technical Bids

5. In order to conduct the evaluation of technical bids, a sub-committee was formed with the following composition.

S. No.	Name	Designation
1	Syed Ahmed Ali Shah	Additional Secretary, Transport & Mass Transit Department
2	Mehtab ul haq	Chief (Transport & Communication), Planning & Development Department
3	Ali Sibtain	Director, PPP Unit

6. Meeting ended with a vote of thanks.

 Additional Chief Secretary (Dev.) Planning and Development Department	 Chief (Transport & Communication) Planning and Development Department	 Additional Director - II Nominee of Local Government Department
 Additional Secretary Nominee of Law Department	 Director Public Private Partnership Unit Finance Department	 Director General Public Private Partnership Unit Finance Department
 Additional Secretary Transport Representing Secretary, Transport Department		 Special Finance Secretary Representing Secretary, Finance Department

Technical Evaluation Report on Shaheed Benazir Bhutto InterCity Bus and Terminal Project

1. Background

The Transport & Mass Transit Department, Government of Sindh, in association with the Public Private Partnership Unit, Finance Department, Government of Sindh has invited bids for Shaheed Benazir Bhutto InterCity Bus and Terminal Project (the "Project") to (i) procure, finance, operate and maintain InterCity Bus Operation Services and (ii) design, build, finance, operate, maintain and transfer bus terminals / depots / ancillary facilities. The Project covers a total of 5 routes starting from Karachi city to the major cities of Sindh province namely Hyderabad, Mirpurkhas, Sukkur, Nawabshah, and Larkana.

2. Invitation for Bid

The Request for Proposal (RFP) for the Project was published in July 2014. Prospective Bidders were sent and invited to download the corresponding "Request for Proposal" documents from www.pppunitsindh.gov.pk and www.pprasindh.gov.pk websites.

3. Response to Invitation for Bid

In response to the RFP, only one (01) Bidder submitted its Bid for the Project. The name of the Bidder is as follows:

Name of Bidder(s)	Bid Status
Daewoo Pakistan Express Bus Service Ltd.	Bid Submitted

The Technical and Financial Evaluation Committee (TFEC) under the chairmanship of the Honorable Additional Chief Secretary (Dev) opened the Technical Bid of the Bidder, in the presence of Bidders' representatives who chose to attend, at 15:00 Pakistan time, September 19th 2014, in the Committee Room of the P&D Department, 2nd floor, Tughlak House.

4. Technical Evaluation Criteria

The Technical Bid of the Bidder shall obtain at least 70% (seventy percent) of the total available marks and not less than 50% (fifty percent) of the available marks in any sub-section, as per the below criteria, to get a "pass" score and be technically accepted for evaluation of the Financial Bid.

4.1 Technical Evaluation

Area of Evaluation	Evaluation Criteria	Maximum Score	Achieved Score (Daewoo)	Comments (Daewoo)
Previous experience of Public Service Vehicle (PSVs) Operations	- One (01) point will be awarded for each year experience in Public Service Vehicle operations.	Max. Score: 10	Achieved Score: 10	Daewoo Express has been operating the largest bus fleet of the country connecting over fifty cities, since 1999.
Experience in Number of Routes Operations	- for one (01) operational route seven (07) points will be awarded. - for two (02) / three (03) operational routes twelve (12) points will be awarded. - Twenty (20) points will be awarded to the bidders having experience of more than three (03) operational routes.	Max. Score: 20	Achieved Score: 20	Daewoo Express has its bus services on more than 60 operational routes across the country.
Maximum Fleet Maintained and Operated	- having fleet size of minimum Ten (10) Public Service Vehicles will be awarded five (5) points. - having fleet size from Twenty (20) to thirty (30) Public Service Vehicles will be awarded ten (10) points. - having fleet size of above forty (40) Public Service Vehicles will be awarded fifteen (15) will be awarded points.	Max. Score: 15	Achieved Score: 15	The fleet of Daewoo Express comprises of three hundred and twenty (320) buses.
Human Resource Proposed	Competence and qualification of the team/man power proposed for the project would be judged in accordance with the information provided in section 8.4 "Manpower / Team proposed to implement the Bus and Terminal Operations". - Bidders proposed human	Max. Score: 15	Achieved Score: 15	Manpower proposed by Daewoo Express for the Project would be around seven hundred and sixty five (765) persons.

Area of Evaluation	Evaluation Criteria	Maximum Score	Achieved Score (Daewoo)	Comments (Daewoo)
Experience in Terminal Operations	<p>resource up to two hundred (200) will be awarded three (03) point</p> <p>- Bidders proposed human resource up to three hundred (300) will be awarded ten (10) points</p> <p>- maximum points of fifteen (15) will be awarded to the bidder proposing human resource equal to or greater than four hundred (400).</p> <p>- for one (01) terminal operations seven (07) points will be awarded.</p> <p>- for two (02) / three (03) terminal operations twelve (12) points will be awarded</p> <p>- Twenty (20) points will be awarded to the bidders having experience of terminal operations on more than three (03) operational routes;</p>	Max. Score: 20	Achieved Score: 20	Daewoo Express has forty (40) terminals and sub-terminals across the country. A Terminal Manager supervises the activities at the terminal.
Experience in Terminal Constructions	<p>- for one (01) terminal construction seven (07) points will be awarded.</p> <p>- for two (02) / three (03) terminal constructions twelve (12) points will be awarded</p> <p>- Twenty (20) points will be awarded to the bidders having experience of terminal constructions of more than three (03).</p>	Max. Score: 20	Achieved Score: 20	The construction team of Daewoo Express has constructed ten (10) state of the art Bus Terminals in many big cities of Pakistan.

4.2 Financial Evaluation of the Technical Bid

Area of Evaluation	Evaluation Criteria	Maximum Score	Achieved Score (Daewoo)	Comments (Daewoo)
Available Bank Credit Limit	<p>- 4 Points, if available bank credit limit is Rs.20 Million;</p> <p>- 2 Point for every Rs.4 million increase in Credit Limit;</p> <p>- 10 Points in case Rs.30 million or above</p>	Max. Score: 10	Achieved Score: 10	<p>Al-Baraka has provided the available limit of 300 million. The remaining:</p> <ul style="list-style-type: none"> - 200Mn (Al-Baraka) - 500Mn (JS Bank) - 500Mn (Saudi Pak) <p>are under consideration and subject to due diligence and internal credit approval of the listed 03 banks respectively.</p>
Average Net Worth in Last 03 Years	<p>- 5 points, if the Average Net Worth in last 03 years is Rs.60 million.</p> <p>- 02 points for every 20 million increase in average net worth.</p> <p>- 15 points, if the Average Net Worth in last 03 years is Rs.150 million or above</p>	Max. Score: 15	Achieved Score: 15	<p>PKR 2.54 Billion (Average Net Worth of past 03 years)</p> <ul style="list-style-type: none"> - PKR 2.14Bn (2013) - PKR 2.57Bn (2012) - PKR 2.92Bn (2011)
Average Annual Turnover in last 3 years	<p>- 5 points are given if the Average Annual Turnover in last 03 years is Rs.25 million.</p> <p>- 02 points shall be given for every 10 million increase in average Annual Turnover.</p> <p>- 25 points, if the Average Annual Turnover is Rs.120m or above.</p>	Max. Score: 25	Achieved Score: 25	<p>PKR 5.25 Billion (Average Annual Turnover in the last 03 years)</p> <ul style="list-style-type: none"> - PKR 5.6Bn (2013) - PKR 5.5Bn (2012) - PKR 4.87Bn (2011)

5. Conclusion

The Bidder i.e. Daewoo Pakistan Express Bus Service Ltd. has successfully passed the technical evaluation criteria for the Shaheed Benazir Bhutto Intercity Bus and Terminal Project and secured hundred percent (100%) by scoring 150 points out of total 150 points for the technical evaluation.



Additional Secretary Transport
Transport & Mass Transit
Department



Chief (Transport &
Communication)
Planning and Development
Department



Director
Public Private Partnership Unit
Finance Department

Technical Evaluation Report on Shaheed Benazir Bhutto InterCity Bus and Terminal Project

1. Background

The Transport & Mass Transit Department, Government of Sindh, in association with the Public Private Partnership Unit, Finance Department, Government of Sindh has invited bids for Shaheed Benazir Bhutto Intercity Bus and Terminal Project (the "Project") to (i) procure, finance, operate and maintain Intercity Bus Operation Services and (ii) design, build, finance, operate, maintain and transfer bus terminals / depots / ancillary facilities. The Project covers a total of 5 routes starting from Karachi city to the major cities of Sindh province namely Hyderabad, Mirpurkhas, Sukkur, Nawabshah, and Larkana.

2. Invitation for Bid

The Request for Proposal (RFP) for the Project was published in July 2014. Prospective Bidders were sent and invited to download the corresponding 'Request for Proposal' documents from www.pppunitsindh.gov.pk and www.pprasindh.gov.pk websites.

3. Response to Invitation for Bid

In response to the RFP, only one (01) Bidder submitted its Bid for the Project. The name of the Bidder is as follows:

Name of Bidder(s)	Bid Status
Daewoo Pakistan Express Bus Service Ltd.	Bid Submitted

The Technical and Financial Evaluation Committee (TFEC) under the chairmanship of the Honorable Additional Chief Secretary (Dev) opened the Technical Bid of the Bidder, in the presence of Bidders' representatives who chose to attend, at 15:00 Pakistan time, September 19th 2014, in the Committee Room of the P&D Department, 2nd floor, Tughlak House.

4. Technical Evaluation Criteria

The Technical Bid of the Bidder shall obtain at least 70% (seventy percent) of the total available marks and not less than 50% (fifty percent) of the available marks in any sub-section, as per the below criteria, to get a "pass" score and be technically accepted for evaluation of the Financial Bid.

4.1 Technical Evaluation

Area of Evaluation	Evaluation Criteria	Maximum Score	Achieved Score (Daewoo)	Comments (Daewoo)
Previous experience of Public Service Vehicle (PSVs) Operations	- One (01) point will be awarded for each year experience in Public Service Vehicle operations.	Max. Score: 10	Achieved Score: 10	Daewoo Express has been operating the largest bus fleet of the country connecting over fifty cities, since 1999.
Experience in Number of Routes Operations	- for one (01) operational route seven (07) points will be awarded, - for two (02) / three (03) operational routes twelve (12) points will be awarded - Twenty (20) points will be awarded to the bidders having experience of more than three (03) operational routes.	Max. Score: 20	Achieved Score: 20	Daewoo Express has its bus services on more than 60 operational routes across the country.
Maximum Fleet Maintained and Operated	- having fleet size of minimum Ten (10) Public Service Vehicles will be awarded five (5) points, - having fleet size from Twenty (20) to thirty (30) Public Service Vehicles will be awarded ten (10) points, - having fleet size of above forty (40) Public Service Vehicles will be awarded fifteen (15) will be awarded points.	Max. Score: 15	Achieved Score: 15	The fleet of Daewoo Express comprises of three hundred and twenty (320) buses.
Human Resource Proposed	Competence and qualification of the team/man power proposed for the project would be judged in accordance with the information provided in section 8.4 "Manpower / Team proposed to implement the Bus and Terminal Operations". - Bidders proposed human	Max. Score: 15	Achieved Score: 15	Manpower proposed by Daewoo Express for the Project would be around seven hundred and sixty five (765) persons.

Area of Evaluation	Evaluation Criteria	Maximum Score	Achieved Score (Daewoo)	Comments (Daewoo)
	<p>resource up to two hundred (200) will be awarded three (03) point</p> <p>- Bidders proposed human resource up to three hundred (300) will be awarded ten (10) points</p> <p>- maximum points of fifteen (15) will be awarded to the bidder proposing human resource equal to or greater than four hundred (400).</p>			
Experience in Terminal Operations	<p>- for one (01) terminal operations seven (07) points will be awarded.</p> <p>- for two (02) / three (03) terminal operations twelve (12) points will be awarded.</p> <p>- Twenty (20) points will be awarded to the bidders having experience of terminal operations on more than three (03) operational routes.</p>	Max. Score: 20	Achieved Score: 20	Daewoo Express has forty (40) terminals and sub-terminals across the country. A Terminal Manager supervises the activities at the terminal.
Experience in Terminal Constructions	<p>- for one (01) terminal construction seven (07) points will be awarded.</p> <p>- for two (02) / three (03) terminal constructions twelve (12) points will be awarded</p> <p>- Twenty (20) points will be awarded to the bidders having experience of terminal constructions of more than three (03).</p>	Max. Score: 20	Achieved Score: 20	The construction team of Daewoo Express has constructed ten (10) state of the art Bus Terminals in many big cities of Pakistan.

4.2 Financial Evaluation of the Technical Bid

Area of Evaluation	Evaluation Criteria	Maximum Score	Achieved Score (Daewoo)	Comments (Daewoo)
Available Bank Credit Limit	<p>-4 Points, if available bank credit limit is Rs.20 Million,</p> <p>- 2 Point for every Rs.4 million increase in Credit Limit,</p> <p>- 10 Points in case Rs.30 million or above</p>	Max. Score: 10	Achieved Score: 10	<p>Al-Baraka has provided the available limit of 300 million. The remaining:</p> <ul style="list-style-type: none"> - 200Mn (Al-Baraka) - 500Mn (JS Bank) - 500Mn (Saudi Pak) <p>are under consideration and subject to due diligence and internal credit approval of the listed 03 banks respectively.</p>
Average Net Worth in Last 03 Years:	<p>-5 points, if the Average Net Worth in last 03 years is Rs.60 million.</p> <p>- 02 points for every 20 million increase in average net worth.</p> <p>- 15 points, if the Average Net Worth in last 03 years is Rs.150 million or above</p>	Max. Score: 15	Achieved Score: 15	<p>PKR 2.54 Billion (Average Net Worth of past 03 years)</p> <ul style="list-style-type: none"> - PKR 2.14Bn (2013) - PKR 2.57Bn (2012) - PKR 2.92Bn (2011)
Average Annual Turnover in last 3 years	<p>- 5 points are given if the Average Annual Turnover in last 03 years is Rs.25 million.</p> <p>- 02 points shall be given for every 10 million increase in average Annual Turnover.</p> <p>- 25 points, if the Average Annual Turnover is Rs.120m or above.</p>	Max. Score: 25	Achieved Score: 25	<p>PKR 5.25 Billion (Average Annual Turnover in the last 03 years)</p> <ul style="list-style-type: none"> - PKR 5.6Bn (2013) - PKR 5.5Bn (2012) - PKR 4.87Bn (2011)

5. Conclusion

The Bidder i.e. Daewoo Pakistan Express Bus Service Ltd. has successfully passed the technical evaluation criteria for the Shaheed Benazir Bhutto Intercity Bus and Terminal Project and secured hundred percent (100%) by scoring 150 points out of total 150 points for the technical evaluation.



Additional Secretary Transport
Transport & Mass Transit
Department



Chief (Transport &
Communication)
Planning and Development
Department



Director
Public Private Partnership Unit
Finance Department

Financial Evaluation Report on Shaheed Benazir Bhutto InterCity Bus and Terminal Project

1. Background

The Transport & Mass Transit Department, Government of Sindh, in association with the Public Private Partnership Unit, Finance Department, Government of Sindh has invited bids for Shaheed Benazir Bhutto Intercity Bus and Terminal Project (the "Project") to (i) procure, finance, operate and maintain Intercity Bus Operation Services and (ii) design, build, finance, operate, maintain and transfer bus terminals / depots / ancillary facilities. The Project covers a total of 5 routes starting from Karachi city to the major cities of Sindh province namely Hyderabad, Mirpurkhas, Sukkur, Nawabshah, and Larkana.

2. Invitation for Bid

The Request for Proposal (RFP) for the Project was published in July 2014. Prospective Bidders were sent and invited to download the corresponding 'Request for Proposal' documents from www.pppunitsindh.gov.pk and www.pprasindh.gov.pk websites.

3. Response to Invitation for Bid

In response to the RFP, only one (01) Bidder submitted its Bid for the Project. The name of the Bidder is as follows:

Name of Bidder(s)	Bid Status
Daewoo Pakistan Express Bus Service Ltd.	Bid Submitted

The Technical and Financial Evaluation Committee (TFEC) under the chairmanship of the Honorable Additional Chief Secretary (Dev.) opened the Financial Bid of the Bidder, in the presence of Bidders' representatives who chose to attend, at 15:00 Pakistan time, September 30th 2014, in the Committee Room of the P&D Department, 2nd floor, Tughlak House.

4. Financial Evaluation Criteria

The Bidder, who has quoted the lowest present value for the Project including its capital and operating cost for the term of the Project, will be selected as the Preferred Bidder by the TFEC, as set out under section 6.4 and Form F (Financial Bid) of Annex 2 (Forms) of the RFP.



4.1 Financial Evaluation

The lowest present value for the Project is submitted by Daewoo Pakistan Express Bus Service Ltd., as the sole bidder including the capital cost and operating cost for the term of the Project.

Capital cost

Bus Procurement:	PKR 1350 Million (for 100 buses at PKR 13.5Mn each)
Terminal, depot(s) and related facilities:	PKR 400 Million
Terminal and depot(s) furniture and fixtures:	PKR 50 Million

Operating Cost:

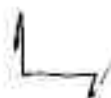
Working Capital:	PKR 200 Million (to be off-set by short term financing)
------------------	------------------------------------------------------------

5. Conclusion

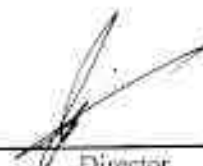
The Bidder i.e. Daewoo Pakistan Express Bus Service Ltd. has successfully passed the financial evaluation criteria for the Shaheed Benazir Bhutto Intercity Bus and Terminal Project by quoting the lowest present value of the Project cost.



Additional Secretary Transport
Transport & Mass Transit
Department



Chief (Transport &
Communication)
Planning and Development
Department



Director
Public Private Partnership Unit
Finance Department



GOVERNMENT OF SINDH
SERVICES, GENERAL ADMINISTRATION
AND CO-ORDINATION DEPARTMENT

NOTIFICATION

NO:SO(C-IV)SGA&CD/4-14/12: In compliance with Rule 67 and 82(2) of Sindh Public Procurement Rules, 2010, the Government of Sindh is pleased to constitute a Standing Committee to hire services of Consultant firm / Consortia for Transaction Advisory Service and Developer / Concessionaire / Investor solicitation of Shaheed Benazir Bhutto Intercity Buses & Terminal Project and Intracity Buses Project under Public Private Partnership (PPP) mode with the following composition & TORs:-

1	Additional Chief Secretary (Dev.) Planning & Development Department, Government of Sindh.	Chairman
2	Secretary, Finance Department, Government of Sindh.	Member
3	Secretary, Transport & Mass Transit Department, Government of Sindh.	Member/Secretary
4	Director General, PPP Unit, Finance Department, Government of Sindh.	Member
5	Director, PPP Unit, Finance Department, Government of Sindh.	Member
6	Nominee of Planning & Development Department, Government of Sindh. (not below the rank of BS-18)	Member
7	Nominee of Local Government Department, Government of Sindh. (not below the rank of BS-18)	Member
8	Nominee of Law Department, Government of Sindh. (not below the rank of BS-18)	Member

Terms of Reference:

A. For Consultant Hiring

- The Committee shall see oversee selection process of hiring the services of Transaction Advisory Services for the Intercity Buses & Terminal Project and Intracity Buses Project in the Province of Sindh;
- The Committee shall short list the interested firms / consortia for issuance of Request for Proposal (RFP);
- The Committee shall approve to issue the RFP to the shortlisted interested firms / consortia;
- The Committee shall evaluate Proposal of the bidders;
- The Committee shall approve the preferred bidder for award of contract and signing of Consultancy Agreement by the procuring agency thereof;
- The Committee shall perform any other task required on account of consultant hiring.

B. For Developer Solicitation

- The Committee shall oversee selection process of private partner (developer) for the project;
- The Committee may extend the date in respect of any activity of the Project Timeline in accordance with the provisions of Sindh public Procurement Rules, 2010;
- The Committee shall review and approve the bidding documents such as evaluation (selection) criteria, request for proposal (RFP), Concession Agreement, Project Brief, Information Memorandum and any other document, for the purpose of issuing the same to the prospective bidders, by the Procuring Agency;
- The Committee or its authorized representatives may, if need be, hold pre-bid conference and contract negotiations with the pre-qualified bidders, and address query of the bidder leading to finalization of the RFP and draft Concession Agreement;
- The Committee shall recommend the preferred bidder for issuance of Letter of Intent (LOI) by the procuring agency;
- The Committee shall recommend the preferred bidder to the PPP Policy Board for signing of the Concession Agreement by the procuring agency under the PPP Act 2010;
- The Committee shall review financial documents and financial security arrangements at the time of financial close that might be required by any of the funding parties;
- The Committee shall perform any other task assigned to it by the PPP Policy Board in the context of this project. Moreover, the Committee shall be authorized to perform any task it deems appropriate to facilitate / execution of the Project, specific approval of which may not be required by the PPP Policy Board.

Cont'd- P/2.....

S?PRA INWARD DIARY

NO: 10886

DATED: 28-1-15

No. PS/ECGY/

Dated:

TRANSPORT DEPTT.

(X) **Quorum:** Sixty percent participation of the members shall constitute quorum of the Committee, which must include the representatives of Finance and Planning & Development Department

SAJJAD SALEEM HOTTANA
CHIEF SECRETARY SINDH

NO:SO(C-IV)SGA&CD/4-2/14:

Karachi, dated the 11th February, 2014.

Copy is forwarded for information & necessary action to:-

- Additional Chief Secretary (All), Government of Sindh, Karachi.
- Secretary to Governor Sindh.
- Secretary to Chief Minister Sindh.
- ✓ Administrative Secretaries (all), Government of Sindh. *Transport*
- Chairman / Members (all) of the Committee.
- P.S. to Chief Secretary Sindh.
- P.S. to Secretary (I&C), SGA&CD.
- Master file.

[Signature]
(Owais Nazir Mughal)
SECTION OFFICER (C-IV)

ATTENDANCE SHEET

MEETING ON SHAHEED BENAZIR BHUTTO INTERCITY BUSES AND TERMINAL PROJECT

15th January, 2015 (Wednesday) at 12:00 Noon

Committee Room of Planning & Development Department, 2nd Floor, Tughlaq House, Sindh Secretariat No. 2, Court Road, Karachi

S. NO.	NAME	DESIGNATION	DEPARTMENT	CONTACT NO.	SIGNATURE
1.	Muhammad Wassim	ACS	P & D Deptt	99211405	
2.	P. S. Rijwani	Secy (Tech)	P&D Deptt	99211541	
3.	F. K. Khatun	Director / Sec KMTC	T & MT Deptt		
4.	Sufdar Hussain Rigvi	Deputy Secretary	TFMT Deptt		
5.	Ali Sibtain	Director	PPP unit	"	
6.	Mahabul-Haque	Senior Chief (T.C)	P&D Deptt	9211919	
7.	DASSIM DADA	A.O.	PPP Unit, PD	99222194	
8.	Syed Ahmad Ali Shah	Addl. Sec	Transport		
9.	MUJTABA SHAHNEEL	PG	PPP UNIT, PD	99222192	
10.	Gudgaon Rahimani	Asstt. Supdt Law	Law Department	0334-3345167	
11.	SANJANI TRAKHJA C/O ADDL Secy Law	AO - Legal	PPP UNIT, PD	99222186	
12.	TUATHA FAROOQI	SECRETARY	TRANSPORT DEPTT.		

ATTENDANCE SHEET

MEETING ON SHAHEED BENAZIR BHUTTO INTERCITY BUSES AND TERMINAL PROJECT

Committee Room of Planning & Development Department, 2nd Floor, Tughlaq House, Sindh Secretariat No. 2, Court Road, Karachi

15th January, 2015 (Wednesday) at 12:00 Noon

S. NO.	NAME	DESIGNATION	DEPARTMENT	CONTACT NO.	SIGNATURE
13.	MA. SOHAIL RAJPUT	SECRETARY	FINANCE DEPT.		
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					